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PAGE 001 OF 016  
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KING COUNTY, WA

Document Title(s) (or transactions contained therein):

1. SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM
- 2.
- 3.
- 4.

Grantor(s) (Last name first, then first name and initials)

1. THE COURTYARD AT QUEEN ANNE SQUARE OWNERS ASSOCIATION
- 2.
- 3.
- 4.
5. [ ] Additional names on page \_\_\_\_ of document.

Grantee(s) (Last name first, then first name and initials)

1. THE COURTYARD AT QUEEN ANNE SQUARE OWNERS ASSOCIATION
- 2.
- 3.
- 4.
5. [ ] Additional names on page \_\_\_\_ of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range)

THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM, DECLARATION RECORDED ON JUNE 1, 2000 UNDER RECORDER'S FILE NO. 20000601000783, RECORDS OF KING COUNTY, WASHINGTON, AS AMENDED BY DOCUMENTS FILED UNDER THE FOLLOWING RECORDING NUMBER(S): 20010919001640.

[ ] Additional legal description is on page \_\_\_\_ of document.

Assessor's Master Property Tax Parcel or Account Number: 179253-.

Reference Number(s) of Documents assigned or released:

[ ] Additional references on page \_\_\_\_ of document.

DEPARTMENT OF ASSESSMENTS  
Examined and approved this 11th day of August, 2003  
Scott Noble by Debra Clark  
Assessor Deputy Assessor

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR

THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM

Whereas a certain CONDOMINIUM DECLARATION FOR THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM, (the "Declaration"), was recorded on June 1, 2000 under Recorder's file No. 20000601000783, records of King County, Washington, as amended by documents filed under the following recording number(s): 20010919001640, and whereas under the provisions of Article 26 of the Declaration it may be amended, and

Whereas the procedures for such amendment have been followed,

Now, therefore, the undersigned does hereby certify that this amendment was approved by a majority of the Board of Directors of The Courtyard at Queen Anne Square Owners Association, prior to being submitted to the Owners, and that the vote or agreement consenting to this amendment was obtained from Owners of Units to which at least 67% of the votes in the Association are allocated and that the consent of 51% of the Eligible Mortgagees of Units to which at least 51% of the votes of Units subject to Mortgages held by Eligible Mortgagees are allocated was obtained to hereby declare and adopt the following amendments to the Declaration:

The following new definitions are added to Declaration Article 1. DEFINITIONS, Section 1.1 Words Defined:

"Business" and "Trade" shall be construed to have their ordinary generally accepted meanings and shall include, without limitation, any occupation, work, or activity undertaken on an ongoing basis which involves the provision of goods or services to persons other than the provider's family and for which the provider receives a fee, compensation or other form of consideration, regardless of whether (a) the activity is engaged in full or part-time; (b) the activity is intended to or does generate a profit; and (c) a license is required to engage in the activity.

"Governing Documents" means the Declaration, the Articles of Incorporation, if any, 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.

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

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

"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.

Replace the text of Declaration Article 10. PERMITTED USES; MAINTENANCE; CONVEYANCES, Section 10.1 Residential Use; Timesharing Prohibited. with the following:

10.1 Single Family Occupancy; Residential Use. The Units shall be used exclusively for single family residential purposes, for the common social, recreational or other reasonable uses normally incident to those purposes and for purposes of operating the Association and managing the Condominium. Residential purposes include sleeping, eating, food preparation for on-site consumption by Occupants and guests, entertaining by Occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or Occupant resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis. Timesharing of Units, as defined in RCW 64.36 is prohibited. No Trade or Business of any kind may be conducted in or from any Unit except that an Owner or Occupant residing in a Unit may conduct Business activity within the Unit only if:

10.1(a) the existence or operation of the Business activity within the Unit is not apparent or detectable by sight, sound or smell from the exterior of the Unit;

10.1(b) the Business activity conforms to all zoning requirements for the Condominium;

10.1(c) the Business activity does not involve the employment on the Condominium of persons who do not reside in the Condominium;

10.1(d) the Business activity does not involve persons coming onto the Condominium who do not reside in the Condominium;

10.1(e) the Business activity does not increase the liability or casualty insurance obligation or premium of the Association; and

10.1(f) in the sole discretion of the Board, the Business activity is consistent with the residential character of the Association and does not constitute a nuisance or hazardous or offensive use.

Replace the text of Declaration Article 10. PERMITTED USES; MAINTENANCE; CONVEYANCES, Section 10.3 Leases with the following:

10.3 Rental of Units.

10.3.1 Rental Defined and Regulated. The Rental of a Unit shall be governed by the provisions of the Declaration, including without limitation this Section. As used in the Declaration the terms "to rent", "renting" or "Rental" shall refer to and include the Leasing or Renting of a Unit by its Owner and to the occupancy of a Unit solely by a person or persons other than its Owner; provided that for the purpose of the regulation of Rentals as provided in this Section 10.3 and the purpose of tenant screening as provided in Subsection 10.13, the terms "to rent", "renting" or "Rental" shall not refer to the occupancy of a Unit by a Related Party. The rights of the Association and the obligations applicable to an Owner under Sections 10.3 and 10.13 shall be applicable to any Tenant who subleases a Unit or enters into an assignment

of a Lease for a Unit, and the obligations of a Tenant shall likewise be applicable to the subtenant or assignee of a Tenant in such a situation.

10.3.2 Minimum Lease Term Required. No Unit Owner shall be permitted to Rent or Lease less than the entire Unit or to Rent or otherwise permit his or her Unit to be used for hotel or transient purposes, which shall be defined as Rental, occupancy or use by a Tenant or other non-Owner Occupant for an initial occupancy period of less than six (6) months. No Owner shall cause or allow the overnight accommodation of employees or business invitees in a Unit on a temporary or transient basis.

10.3.3 Lease Requirements. No Rental of a Unit shall be valid or enforceable unless it shall be by means of a written instrument or agreement between the Owner(s) and the Tenant(s) (referred to as a "Lease"). No Lease entered into after the date of recording of this Amendment shall be valid unless it bears the written approval by the Association granted prior to the occupancy of the Tenant. The occupancy of a Unit in the Condominium and every Lease shall be subject to the Governing Documents of the Association. By entering into occupancy of a Unit, a Tenant agrees to be bound by the Governing Documents. The Association shall have and may exercise the same rights of enforcement and remedies for breach of the Governing Documents against a Tenant as it has against an Owner. Each Lease shall contain language acknowledging the Association's rights and the Tenant's obligations under the Governing Documents. No Lease shall be for a term longer than one (1) year.

10.3.4 Lease Approval. Except as provided in Subsection 10.3.6, prior to the Rental of a Unit in the Condominium to a Tenant, and prior to the renewal of any previously approved Lease, a Unit Owner shall submit to the Association a valid and binding Lease, executed by both the Owner and the proposed Tenant, and contingent only on the approval of the Association, together with a request for the written consent of the Association. The Association shall, within seven (7) days of receipt of such request, grant its consent to the Owner if:



10.3.4(a) the Owner has complied with Subsections 10.3.3 and 10.13 of the Declaration;

10.3.4(b) in the case of a renewal, the Tenant is in strict compliance with all provisions of the Governing Documents, and has not been found to be in violation of the Governing Documents following notice and opportunity to be heard more than once during the immediately preceding Lease term;

10.3.4(c) the Lease is in compliance with the requirements of the Declaration;

10.3.4(d) the Rental would not cause the aggregate number of all non-Owner occupied Units to exceed **fifteen (15)** Units in the Condominium (referred to as the "Rental Ceiling"); provided, however, that:

10.3.4(d)(i) the Association shall not withhold consent for an Owner and a Tenant to renew a Preexisting Lease meeting the requirements of Subsection 10.3.6 merely because the number of non-Owner occupied Units is equal to or greater than the Rental Ceiling;

10.3.4(d)(ii) the Association shall not withhold consent for an Owner and a Tenant to renew a Lease which has previously been approved in the manner provided in this Subsection 10.3.4 merely because the number of non-Owner occupied Units is equal to the Rental Ceiling; provided, however, that the assignment or subletting of a Unit by a Tenant shall terminate the right to renew a previously approved Lease under this Subsection;

10.3.4(d)(iii) the Association shall not withhold consent for a mortgagee, institutional holder or servicer in possession of a Unit following a default in a mortgage or deed of trust (or foreclosure of the same), where such mortgagee, institutional holder or servicer first obtains possession subsequent to the date of recording of this Amendment, to rent a Unit merely because the Rental would cause the number of non-Owner occupied Units to exceed the Rental Ceiling;

10.3.4(d)(iv) the Association may grant a hardship exception as provided in Subsection 10.3.9 notwithstanding the fact that it would temporarily cause the number of non-Owner occupied Units to exceed the Rental Ceiling until the next Rental vacancy occurs.

10.3.5 Effect of Rental Ceiling. If an Owner wishes to rent a Unit but is prohibited from doing so because of the Rental Ceiling, the Association shall place the Owner's name on the Rental Waiting List provided for in Subsection 10.3.8.

10.3.6 Preexisting Leases. Within thirty (30) days from the date of notification to all Owners that this Amendment to the Declaration has been adopted by the necessary percentage of Owners, each Owner who has rented a Unit to a Tenant who was in occupancy prior to the date on which this Declaration Amendment was approved by the Owners shall file a copy of the Lease for that Unit with the Association. A Lease in effect on that date and submitted as required in this Subsection shall be referred to as a "Preexisting Lease". Any Tenant occupying a Unit pursuant to a Preexisting Lease shall be permitted to renew his or her Lease thereafter, provided that a copy of the Preexisting Lease is filed with the Association within the time period provided for in this Subsection 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 a Unit by a Tenant or the sale of a Unit by its Owner shall terminate the right to renew a Preexisting Lease under this Subsection 10.3.6.

10.3.7 Limitations on Consent. No consent to the Rental of a Unit shall be granted more than forty-five (45) days prior to the beginning of the Lease term for which consent is sought. Any consent granted by the Association shall automatically expire and terminate unless the Unit shall be occupied by the Tenant within thirty (30) days of the beginning of the term of the approved Lease.

10.3.8 Rental Waiting List. Except as provided in Subsection 10.3.4, if a Rental Waiting list exists, no Lease or Lease renewal shall be approved

for an already rented Unit until all Owners who have previously applied for the approval of a Lease have been given the opportunity to rent their Units. Each Owner who has rented his or her Unit shall promptly give notice to the Association of any expiration and nonrenewal or other termination of a Lease. An Owner whose Lease has expired and not been renewed by the Tenant, or whose Lease has otherwise been terminated, or whose Unit will be vacated and available for Rental within the next thirty (30) days, may give notice thereof to the Association and thereby have his or her name placed on the Rental Waiting List. The Owner in the next available position on the Rental Waiting List shall be notified, not more than sixty (60) days nor less than fifteen (15) days prior to the scheduled expiration and nonrenewal or other termination of a Lease on another Unit, of the opportunity to apply for consent to a Lease. That opportunity to rent shall be available to that Owner for a period of sixty (60) days from the date of that notice. If no request for approval to Lease is submitted during that period, that Owner's name shall 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.

10.3.9 Hardship Exception. Where, on written application from an Owner, the Board determines that a hardship exists whereby, due to circumstances beyond the control of the Owner, that Owner would suffer serious harm by virtue of the limitation on renting contained in Subsection 10.3.4, and where the Board further determines that a variance from the policies contained therein would not detrimentally affect the other Owners or the approval of the Condominium for secondary mortgage market financing, lender approval or VA or FHA approval, the Board may, in its discretion, grant an owner a waiver of the Rental Ceiling for a temporary period not to exceed six (6) months. In the discretion of the board, this hardship exception may be extended on written application of an Owner for one (1) additional period not to exceed six (6) months for good cause shown.

10.3.10 One Year Occupancy Required. Notwithstanding anything herein to the contrary and except in the case of a mortgagee, institutional holder or servicer in possession of a Unit following a default in a mortgage or deed of trust



(or foreclosure of the same), subsequent to the date of recording of this Amendment, no Owner shall rent a Unit until the Owner or a Related Party has continuously occupied the Unit as a primary residence for at least one year after taking ownership. The Board may, however, grant a hardship waiver under circumstances comparable to the provision for Hardship Exception found in Subsection 10.3.9.

10.3.11 Rental to Association. If a Unit is rented by its Owner, the rent is hereby pledged and assigned to the Association as security for the payment of all Assessments due by that Owner to the Association. If the Assessments owed by the Owner of a rented Unit are delinquent, the Board may collect, and the Tenant shall pay to the Board, the rent for any Unit owned by the delinquent Owner, or that portion of the rent equal to the amount due to the Association. The Tenant shall not have the right to question the Board's demand for payment. Payment by the Tenant to the Association will satisfy and discharge the Tenant's duty of payment to the Owner for rent to the extent of the amount paid to the Association. No demand or acceptance of rent under this Section shall be deemed to be a consent or approval of the Unit rental or a waiver of the Owner's obligations as provided in the Declaration. The Board shall not exercise this power where a receiver has been appointed with respect to a Unit or Unit Owner; nor in derogation of the exercise of any rights to rents by a Mortgagee. 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 attorney fees incurred by the Association in connection with that action shall be collectable from the Tenant in that action, and from the Owner of the Unit in the same manner as any other Assessment.

Add new Sections 10.13 through 10.17 to Declaration Article 10. PERMITTED USES; MAINTENANCE; CONVEYANCES as follows:

10.13 Governing Documents to be Provided to Tenants. Each Unit Owner who Rents or Leases a Unit in the Condominium to a Tenant or allows the occupancy of a Unit by a Related Party shall provide that Tenant or Related Party with a copy of

the Declaration and Rules. If the Unit Owner fails to provide evidence to the Association that it has done so, the Association may furnish a copy of these documents to the Tenant or Related Party and charge the Owner an amount to be determined by the Board for each document provided. Unless otherwise set by the Board, the copying charge shall be twenty-five cents (\$.25) for each page. The copying charge shall be collectable as a special assessment against the Unit and its Owner.

#### 10.14 Tenant Screening.

10.14.1 Applicability. Section 10.14 shall be applicable to the Rental of any Unit in the Condominium other than to a Related Party.

10.14.2 Tenant Screening Required. Any Unit Owner who desires to rent a Unit to a person (referred to as an "Applicant"), other than a Related Party, shall, prior to entering into a Lease, submit to the individual designated by the Association (referred to as the "Association's designee") for each Applicant a fully completed rental application, proposed Lease agreement and tenant screening report (in formats acceptable to the Association) from a reputable tenant screening service ("Service"), such Service also being acceptable to the Association.

10.14.3 Nature of Screening Required. The Service shall take the following steps with regard to each applicant:

10.14.3(a) Obtain a consumer credit report on the Applicant;

10.14.3(b) Verify the Applicant's employment for the last two years;

10.14.3(c) Check the Applicant's rental history in its database and with all landlords during the last two years, either as reported by the Applicant or disclosed by the Service's investigation;

10.14.3(d) Check the public records in the counties of the Applicant's residence for bankruptcy and unlawful detainer actions involving the Applicant;

10.14.3(e) Report such information as is disclosed by its investigation to the Association's designee, who shall forward a copy of the information to the Unit owner and keep a copy for the Association's records.

10.14.4 Responsibility for Tenant Selection. Neither the Association's designee nor the Association shall evaluate any information provided by the Service or in any way make a determination or recommendation as to the suitability of any Applicant. The selection of a suitable and appropriate Tenant shall be the sole responsibility of the Owner.

10.14.5 Confidentiality. The Association's designee and the Owner shall treat all information received in accordance with the requirements of the Federal Fair Credit Reporting Act and any other applicable state or federal laws and not disclose the contents of any report to the Applicant or any other person not permitted access to such information provided by the Service.

10.15 Non-Discrimination. The Governing Documents are expressly subject to all applicable laws pertaining to unlawful discrimination. In the case of any conflict between the two, the laws against unlawful discrimination shall prevail. Neither the Association nor any Unit Owner shall discriminate against any person with regard to the sale, rental or occupancy of a Unit in the Condominium on the basis of race, color, creed, national origin, age, sex, sexual orientation, religion, familial status, marital status, handicap or any other legally protected classification.

10.16 Notices re Occupancy Changes. The presence and movement of persons in and out of Units shall be governed by the provisions of this Section 10.16.

10.16.1 Registration of Preexisting Occupants. All Occupants occupying Units at the time this Amendment is adopted must be registered with the Board within thirty (30) days of the adoption of this Amendment. As used in this Subsection, the term registration shall mean the filing by the Owner with the Board or its authorized

representative of a written statement setting forth the following information:

10.16.1(a) the name, telephone numbers, and correct street address of the Owner of the Unit;

10.16.1(b) the Unit number and names and telephone numbers of all Occupants of the Unit other than the Owner; and

10.16.1(c) any other information regarding the Occupants of the Unit which shall be reasonably required by the Board.

10.16.2 Registration of New Occupants. All Owners must register new Occupants with the Board at the time they move in or within forty-eight (48) hours of meeting the definition specified in the Declaration. Nothing in this Subsection shall preclude an Occupant from submitting the registration required by this Subsection or the preceding Subsection.

10.16.3 Updating of Registration Information. All Owners shall advise the Board or the Manager of any changes in the registration information required to be provided in this Subsection on a current basis.

10.16.4 Notice of Moving Date. All Occupants shall provide the Board with reasonable prior notice of the date on which they expect to move into or out of a Unit.

10.16.5 Move-In and Move-Out Fees. The Board shall be authorized to assess a reasonable fee against any Owner and his or her Unit in connection with the moving of any new Occupant into a Unit, and in connection with the moving out of any Occupant from a Unit. The fee shall be paid prior to the move.

10.17 Liability for Damages and Misconduct. Notwithstanding any other provision of this Declaration, each Owner shall be responsible for any expenses resulting from damage done to a Unit, the common elements, or the limited common areas, or from any misconduct by that Owner, a Related Party or Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors,

licensees, or household pet of that Owner, Related Party or Tenant. The charges for repair or replacement of any damage and the expenses resulting from any such misconduct caused thereby 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.

Replace the text of Declaration Article 18 ENFORCEMENT OF DECLARATION, BYLAWS AND RULES AND REGULATIONS, Section 18.1 Rights of Action with the following:

18.1 Compliance With Declaration.

18.1.1 Strict Compliance. Each Owner and Tenant, and each Related Party occupying 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 this 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 Related Party, 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 Unit, as though the provisions were recited and stipulated at length in each and every deed, conveyance or Lease of the Unit.

18.1.2 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 the 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.

18.1.3 Hearing Board. The Board, or other body or person designated in the Bylaws ("Hearing Board"), is authorized and empowered, as provided in procedures to be set forth in the Bylaws, 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 of any Board Decision and to order compliance therewith. The Hearing Board is further authorized and empowered to levy reasonable fines against any person who shall have been found to be in violation of any provision of the Governing Documents or Board Decision after notice stating the nature of the violation and an opportunity for a hearing and to require the non-prevailing party to reimburse the Association for its costs, including reasonable attorney's fees, in connection with the matter. Fines shall not exceed the maximum amounts to be established from time to time by resolution of the Board. 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 herein for the collection of Assessments. The hearing shall be conducted as provided in due process procedures to be contained in the Bylaws. If a Hearing Board other than the Board is designated in the Bylaws, any party to a matter heard by the Hearing Board shall have the right to appeal the decision of the Hearing Board to the Board on the record of the proceeding before the Hearing Board. Any member of the Hearing Board or the Board who is incapable of impartial, disinterested and objective consideration of the case shall disclose that fact to the respective body and shall remove himself or herself from participation in the proceedings and have it so recorded in the minutes.

18.1.4 Judicial Enforcement. Continuing 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 incurred by the Association in connection with the proceedings before the Hearing Board, or for injunctive relief, or both, maintainable by the Board (acting through its officers or Manager of behalf of the Owners). Nothing contained in this Declaration shall be deemed or construed as a waiver of the Association's right to bring an action as provided in R.C.W. 64.32.060 without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate. If the Board fails or refuses, after demand by an aggrieved Owner, to take appropriate action to enforce compliance with any provision of the Governing Documents, any Board Decision, or any Hearing Board decision, an aggrieved Owner 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 attorney fees reasonably incurred in connection with the action, in addition to its expenses and taxable costs, as permitted by law.

18.1.5 Enforcement Against Tenants. If 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 thirty (30) days after the notice. If the violation(s) is(are) not remedied within the thirty (30) day period, 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, 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 and expenses 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 prescribed in this Declaration. Each and every Unit Owner does hereby automatically irrevocably name, constitute, appoint and confirm the Association as his or her attorney-in-fact for the purposes described in this Section.

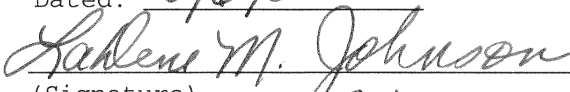
Dated this 6<sup>th</sup> day of August, 2003.

  
\_\_\_\_\_  
President, The Courtyard at Queen  
Anne Square Owners Association

STATE OF WASHINGTON       )  
                                      ) ss  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that Michael O'Leary is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the President of The Courtyard at Queen Anne Square Owners Association to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 8/6/03

  
\_\_\_\_\_  
(Signature)  
Ladene M Johnson  
\_\_\_\_\_  
(Print Name)

NOTARY PUBLIC in and for the State of  
Washington, residing at Seattle  
My commission expires: 1-31-06

