

Return Address:

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PAGE-001 OF 016
08/04/2011 15:11

Please print or type information **WASHINGTON STATE RECORDER'S Cover Sheet** (RCW 65.04)

Document Title(s) (or transactions contained therein): (all areas applicable to your document must be filled in)

1. EIGHTH AMENDMENT TO CONDOMINIUM DECLARATION
FOR THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM

Reference Number(s) of Documents assigned or released:

Additional reference #'s on page 1 of document

Grantor(s) Exactly as name(s) appear on document

1. THE COURTYARD AT QUEEN ANNE SQUARE OWNERS ASSOCIATION

2. _____

Additional names on page 1 of document.

Grantee(s) Exactly as name(s) appear on document

1. THE COURTYARD AT QUEEN ANNE SQUARE OWNERS ASSOCIATION

2. _____

Additional names on page 1 of document.

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

THE RESIDENTIAL UNIT OF QUEEN ANNE SQUARE,
A CONDOMINIUM

Additional legal is on page 1 of document.

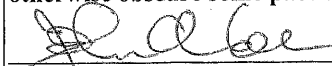
Assessor's Property Tax Parcel/Account Number

☐ Assessor Tax # not yet

assigned 1792530010 THROUGH 1792530750 INCLUSIVE

The Auditor/Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

"I am signing below and paying an additional \$50 recording fee (as provided in RCW 36.18.010 and referred to as an emergency nonstandard document), because this document does not meet margin and formatting requirements. Furthermore, I hereby understand that the recording process may cover up or otherwise obscure some part of the text of the original document as a result of this request."



Signature of Requesting Party

Note to submitter: Do not sign above nor pay additional \$50 fee if the document meets margin/formatting requirements

COPY

RETURN ADDRESS:

John A. Coe
The Coe Law Firm, PLLC
600 Stewart Street, Suite 620
Seattle, WA 98101

DOCUMENT TITLE:

Eighth Amendment to Condominium
Declaration for The Courtyard at Queen Anne
Square, A Condominium

REFERENCE NUMBERS:

20000601000783, 20010919001640,
20030811001681, 20040510002258
20050131000498 20050705001473,
20061002001806, 20110729000458

GRANTOR(S):

The Courtyard at Queen Anne Square
Owners Association

GRANTEE(S):

The Courtyard at Queen Anne Square
Owners Association

SHORT LEGAL DESCRIPTION:

The Residential Unit of Queen Anne Square,
A Condominium Per Condominium
Declaration Recorded Under King County
Recording No. 19990930002421.

ASSESSOR'S PROPERTY TAX
PARCEL/ACCOUNT NUMBERS:

1792530010
through 1792530750 inclusive

DEPARTMENT OF ASSESSMENTS

Examined and approved this 4TH day of AUGUST, 2011.

LYOYD MARA
Print Name: By Karen T. Kane
King County Assessor

**EIGHTH AMENDMENT TO CONDOMINIUM DECLARATION FOR THE
COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM**

Pursuant to RCW 64.34 et seq. the Washington Condominium Act, and pursuant to Sections 26.2.1 and 26.2.5 of the Condominium Declaration for The Courtyard at Queen Anne Square, A Condominium, King County Recorder's Office file number 20000601000783 as amended ("Declaration"), and (i) the vote or consent of Owners holding at least 67% of the votes in The Courtyard at Queen Anne Square Owners Association ("Association"), and (ii) the consent of Eligible Mortgagees that have at least 51% of the votes of Units subject to Mortgages held by Eligible Mortgagees; the Declaration shall be amended as follows:

WHEREAS, the Declaration has previously been amended as follows:

- a. by Amendment No. 1 to Condominium Declaration for The Courtyard at Queen Anne Square, A Condominium, filed in the King County Recorder's Office, file number 20010919001640;
- b. by Second Amendment to Condominium Declaration for The Courtyard at Queen Anne Square, A Condominium, filed in the King County Recorder's Office, file number 2003081100168;
- c. by Amendment No. 3 to Condominium Declaration and Survey Map and Plans for The Courtyard at Queen Anne Square, A Condominium, filed in the King County Recorder's Office, file number 20040510002258;
- d. by Amendment No. 4 to Condominium Declaration for The Courtyard at Queen Anne Square, A Condominium, filed in the King County Recorder's Office, file number 20050131000498;
- e. by Amendment No. 5 to Condominium Declaration for The Courtyard at Queen Anne Square, A Condominium, filed in the King County Recorder's Office, file number 20050705001473;
- f. by Amendment No. 6 to Condominium Declaration for The Courtyard at Queen Anne Square, A Condominium, filed in the King County Recorder's Office, file number 20061002001806;
- g. by Seventh Amendment to Condominium Declaration for The Courtyard at Queen Anne Square, A Condominium, filed in the King County Recorder's Office, file number 20110729000458;

WHEREAS, the Survey Map and Plans have been filed in the King County Recorder's Office, file number 20000601000782, Volume 164 of Condominiums, Pages 48 through 55, as amended by file numbers 20010919001639, Volume 177 of Condominiums, pages 45 through 51, and 20050131000498;

WHEREAS, at a meeting duly called and held on March 24, 2011, not less than a majority of the Board of Directors of the Association voted to submit this Amendment to Declaration to the owners for their consideration and approval;

WHEREAS, pursuant to Section 26.2.1 of the Declaration, after proper notice to all Owners entitled to vote thereon duly given, the vote or consent of Owners holding at least 67% of the votes in the Association, have voted/agreed/consented to amend the Declaration as hereinafter set forth;

WHEREAS, pursuant to Section 26.2.1 and 26.2.5 of the Declaration, after proper notice to all Eligible Mortgagees entitled to vote thereon duly given, consent of Eligible Mortgagees that have at least 51% of the votes of Units subject to Mortgages held by Eligible Mortgagees have voted/agreed/consented to amend the Declaration as hereinafter set forth (such Eligible Mortgagee has responded with its approval thereof in writing, or such Eligible Mortgagee has failed to respond within thirty (30) days after it receives proper notice of the proposed amendment or action so long as the notice was delivered by certified or registered mail with return receipt requested);

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

I. Definitions. Section 1.1 “Assessments” of the Declaration is hereby deleted in its entirety and the following new Section 1.1 “Assessments” is substituted in its place:

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

II. Liability for Damages and Misconduct. Section 10.17 of the Declaration is hereby deleted in its entirety and the following new Section 10.17 is substituted in its place:

“10.17 Liability for Damages and Misconduct. Notwithstanding any other provision of the Declaration, and except to the extent actually covered by insurance obtained by the Association, each Owner is liable for, and shall be responsible for (i) any expenses resulting from damages done to a Unit, the Common Elements or the Limited Common Elements, by that Owner, Occupant, Related Party, and/or any Tenant using and/or occupying the Owner’s Unit, or the family, servants, employees, agents, visitors, licensees or household pet of that Owner, Occupant, Related Party, or any Tenant; (ii) any expenses resulting from damages done to a Unit, the Common Elements or the Limited Common Elements, as a result of the

failure to maintain, repair or replace any fixture, equipment, appliance or appurtenance which the Owner is responsible to maintain under the terms of the Declaration, and/or (iii) any expenses resulting from any act and/or omission, negligence, or misconduct by that Owner, Occupant, Related Party, and/or any Tenant using and/or occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees or household pet of that Owner, Occupant, Related Party, or any Tenant (including but not limited to any attorney's fees incurred by the Association, Board of Directors, or any member of Board of Directors in his/her capacity as such). The sums due from any Owner pursuant to this Section shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectable as are other Assessments.

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

III. High Risk Components. The following new language shall be added to Section 10.18 of the Declaration as follows:

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

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

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

10.18.1.1.2 That it be maintained, repaired or replaced at specified intervals or with reference to manufacturers' warranties, whether or not the

individual component is deteriorated or defective.

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

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

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

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

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

10.18.1.2 The imposition of requirements by the Board under this Section 10.18.1 shall not relieve an Owner of his or her obligations under the Declaration, including, but not limited to, those set forth in Articles 10 and 13, and any other obligation to perform and pay for repairs, maintenance and replacement set forth herein.

10.18.1.3 If any Unit Owner fails to repair, maintain or replace a High Risk Component in accordance with the requirements established by the Board under this Section 10.18.1, the Association may, in addition to any other rights and powers granted to it under the Governing Documents and the Act.

10.18.1.3.1 Enter the Unit in accordance with Article 11, and inspect, repair and maintain or replace the High Risk Component, and in such event and the cost thereof shall be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectable as are other Assessments; and

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

10.18.2 The Association shall have no liability with respect for any damage or injury caused by the failure of any High Risk Component within a Unit. Additionally, notwithstanding any coverage that may be available from any insurance obtained by the Association or Owner, any acts or omissions by the Board under this Section 10.18 shall not

make the Association liable for any damage from the failure of any High Risk Components. (Specifically, if the Association designates High Risk Components, and the High Risk Components still fail for any reason whatsoever, whether or not inspected by the Association, this shall not make the Association liable.)

10.18.3 In the event the Board or the Association require entry to a Unit under this Section 10.18, and the Owner or any occupant of the Unit refuses to allow entry by the Board or any of its agents, then said Owner and any such occupant, shall be jointly and severally liable for any costs of entry, attorney's fees, and all damage caused by any High Risk Component that fails within said Unit, and shall defend indemnify and hold harmless the Association from any claims related thereto."

IV. Entry for Repairs or Maintenance. Article 12 of the Declaration is hereby deleted in its entirety and the following new Article 12 is substituted in its place:

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

Except in cases of emergency that preclude advance notice, the Board shall cause the Unit Owner and Tenant to be given written notice as far in advance as is reasonably practicable. Entry shall be made with as little inconvenience to the Owner as practicable. Any damage caused by the entry of the Unit shall be repaired by the Board out of common funds if the entry was due to an emergency (unless the emergency was caused by the Owner or Tenant of the Unit entered, or the family, servants, employees, agents, visitors, licensees or household pet of that Owner or Tenant of the Unit entered, or due to a violation of the Governing Documents by any of the foregoing, in which case the cost shall be specially assessed to the Unit entered) or for the purpose of operations, repairs, improvements, sanitation, construction or reconstruction to the Common Elements where the repairs were undertaken by or under the direction of the Board.

Additionally, if (i) the inspection, maintenance, operation, repair, improvement, sanitation, construction or reconstruction for the Unit entered, were necessitated by its Owner, Tenant or the family, servants, employees, agents, visitors, licensees or household pet of that Owner, or Tenant, or (ii) the Owner of the Unit has failed or refused to perform the inspection, operation, maintenance, repair, improvement, sanitation, construction or reconstruction within a reasonable time after written notice of the necessity of the inspection, maintenance, operation, repair, improvement, sanitation, construction or reconstruction has been given to

the Owner, then the costs of the inspection, maintenance, operation, repair, improvement, sanitation, construction or reconstruction and of the entry shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements and Limited Common Elements, and shall be collectable as are other Assessments under Article 17 hereunder. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys, lock combinations, and/or instruments of access, as are necessary to gain immediate access to Units and Limited Common Elements.

In the event the Board or the Association require entry to a Unit under this Article 12, and the Owner or any occupant of the Unit refuses or fails to allow entry by the Board or any of its agents, then said Owner and any such occupant, shall be jointly and severally liable for any and all damage, costs or expenses to the Association, including the Association's attorney's fees to enforce any rights of entry, caused by the refusal or failure to allow entry, and shall defend indemnify and hold harmless the Association from any claims related thereto"

V. Borrowing Provision. The following new Section 13.7 is added to the Declaration:

"Section 13.7. Borrowing Provision. In the discharge of its duties and the exercises of its powers as set forth in this Section, but subject to the limitations set forth in the Declaration, the Board may borrow funds on behalf of the Association, and to secure the repayment of those funds, may levy a special Assessment (the "Loan Special Assessment") against each Unit and the Owner thereof, for that Unit's pro rata share of the funds borrowed, together with interest payable thereof, and may assign the Association's right to future income including the right to receive the Loan Special Assessment to banks, other financial institutions, lenders and/or contractors as security for such loans. The Owner of a Unit may remove the Unit from the lien of the Loan Special Assessment by payment of the fractional or proportional amounts attributable to the Unit. The individual payments for each Unit shall be computed by reference to the Allocated Interests provided in Article 6 and Schedule B of the Declaration. After any payment in full, discharge or satisfaction of the Loan Special Assessment, the Unit shall be free and clear of the lien so paid, satisfied, or discharged. A partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce the lienor's rights against any Unit not paid, satisfied, or discharged and/or the Owner thereof. Notwithstanding anything herein to the contrary, the Unit shall remain liable for its share of any additional special Assessments levied against the Unit to pay a portion of the Loan Special Assessment against a Unit or Units uncollectible by reason of the nonpayment thereof."

VI. Collections. The following new Sections 17.12 and 17.13 are added to the Declaration:

"17.12 No Waiver. The failure of the Association or the designee to invoke any remedy provided for in this Article 17, or its discontinuance of the exercise of that right, shall not constitute a waiver of the right to exercise that remedy for any continuing or future failure by an Owner to pay all Assessments promptly when due.

17.13 Right to Assign Assessments. Subject to the provisions of the Declaration, the Board shall, from time to time, have the right to assign future Assessments to banks, other financial institutions, lenders and/or contractors, for security for loans to pay for repairs, maintenance, alterations, capital additions or improvements to the Condominium, Buildings, Common Elements or Limited Common Elements.”

VII. Property Insurance. Section 21.2 of the Declaration is hereby deleted in its entirety and the following new Section 21.2 is substituted in its place:

“Section 21.2 Property Insurance. The property insurance on the Condominium shall, at the minimum and subject to such reasonable deductible as the Board may determine, provide All Risks of Direct Physical Loss and/or special cause of loss coverage in an amount equal to the full replacement cost of the Common Elements, the Limited Common Elements, the Units and equipment, fixtures, appliances, improvements in the Units installed by the Declarant, and personal property of the Association with an “Agreed Amount Endorsement” and, if required by FNMA or FHLMC, construction code endorsements, such as a “Demolition Cost Endorsement,” a “Contingent Liability from Operation of Building Laws Endorsement,” an “Increased Cost of Construction Endorsement,” and such other endorsements as FNMA or FHLMC deems necessary and to the extent the same are reasonably available. The policy shall provide a separate loss payable endorsement in favor of the Mortgagee of each Unit. The policy may, at the discretion of the Board, cover loss due to earthquake. The policy shall cover improvements or betterments installed by the Unit Owners for Residential Units. The Association or insurance trustee, if any, shall hold insurance proceeds in trust for the Owners and their Mortgagees, as their interests may appear. Each Owner and the Owner’s Mortgagee, if any, shall be beneficiaries of the policy in accordance with the interest in the Common Elements appertaining to the Owner’s Unit. Certificates of insurance shall be issued to each Owner and Mortgagee upon request. The Association or its insurance trustee, shall be the “named insured.”

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

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

If, at the time of a loss under the policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the policy of the Association provides primary insurance. This does not affect the liability of the Unit Owner under Sections 10.18.1 and 10.17, a Unit Owner’s responsibility to obtain insurance under Section 21.7 and/or a Unit

Owner's liability for uninsured amounts under Section 21.9."

VIII. Owner Insurance. Section 21.7 of the Declaration is hereby deleted in its entirety and the following new Section 21.7 is substituted in its place:

"21.7 Owner's Individual Insurance. Each Owner of a Unit shall, at his or her own expense, obtain additional insurance ("Owner's Individual Insurance") respecting his or her Unit as contemplated under RCW 64.34.352, as amended, and shall designate the Association as an "Additional Insured" under the Owner's policy, if such designation is permitted by the insurer. Owner's Individual Insurance coverage shall be written on a condominium Unit owner's policy form, and individually or together with an umbrella policy, must include personal liability coverage. A Tenant who is renting or leasing a Unit shall provide general liability renter's insurance in the same amounts and with the same terms as that required for Owner's Individual Insurance, if the Owner does not have such coverage. The Board may, from time to time, adopt rules which set additional or greater requirements for Owner's Individual Insurance coverage, including the minimum amount of Building Coverage and Liability Coverage to be included and the maximum amount of the permissible deductible. Each Owner of a Unit is required and agrees to notify the Board of all improvements by the Owner to his or her Unit the value of which is in excess of Five Thousand Dollars (\$5,000.00).

The Association shall not be responsible for administering individual owner policies. The Association shall have the right, but not the obligation, to monitor the maintenance of such insurance by Unit Owners and shall have the right, but not the obligation, to obtain such insurance for the Unit Owner, at the Unit Owner's sole cost and expense, if the Owner fails to obtain or maintain the same. No Owner shall maintain insurance coverage in any manner which would decrease the amount that the Association or any trustee for the Association (on behalf of all Owners) will realize under any insurance policy which the Board may have in force on the Condominium at any particular time. The sums due from any Owner pursuant to this Section shall be 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."

IX. Liability for Uninsured Amounts. The following new Section 21.9 shall be added to the Declaration:

"21.9 Liability for Uninsured Amounts. Notwithstanding any other provision of this Declaration, and except to the extent that a lack of insurance results from the breach of a duty to insure by the Board, regardless of whether or not the Association files a claim against its insurance policy:

21.9.1 Liability for the amount of damage within the limits of any applicable Association insurance deductible, or otherwise uninsured by the Association, shall be the responsibility of an individual Unit Owner where the damage involved is (i) limited solely to damage to an Owner's Unit or the Limited Common Elements assigned to the Unit, (ii) where the damage

is the responsibility of the Owner as outlined in Sections 10 in general, and 10.18.1 and 10.17, in particular, (iii) damage resulting from faulty or leaking plumbing fixtures or pipes, hot water tanks, sinks, bathtubs, dishwashers, washers, including the grouting, sealing or caulking associated with the same, as well as any connecting hoses, drains or pipes in or serving only the Owners' Unit, fireplace, flue, and electrical fixtures located in the Owner's Unit, and/or (iv) the cause originated within the Owner's Unit or Limited Common Element.

The sums due from any Owner pursuant to this Section shall also be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenances, and shall be collectable as are other Assessments. If more than one Unit Owner is responsible for the amount of damage as set for the above, then the amounts are a joint and several obligation to the Association, but as among the individual Unit Owners shall be shared pro rata based upon the number of Unit Owners liable for the damage. Notwithstanding the foregoing, if the Association obtains coverage for high risk perils (other than all risk/special form coverage) such as earthquake, flood, and/or terrorism insurance, the payment of said deductible shall be a common expense to the Association.

21.9.2 Except as provided in Section 21.9.1 above, liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of the Association, where the damage involves both the Common Elements and one or more Units or the Limited Common Elements assigned thereto, and the cause originated within any Common Element. Notwithstanding the foregoing, if the Association obtains coverage for high risk perils (other than all risk/special form coverage) such as earthquake, flood, and/or terrorism insurance, the payment of said deductible shall be a common expense to the Association."

X. Initial Board Determination. Section 22.1 of the Declaration is hereby deleted in its entirety and the following new Section 22.1 is substituted in its place:

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

XI. Appendix B - Parking Stall and Storage Allocation Correction. Schedule B of the Declaration is hereby amended to correct allocations of storage areas and parking spaces. A true and correct copy of the amended Schedule B is attached. The changes to Schedule B do not affect any Allocated Interests, Voting rights or other information.

XII. Bylaws – Directors - Number - Election. Section 3.1 of the Bylaws, is hereby deleted in its entirety, and the following new Section 3.1 of the Bylaws is substituted in its place:

"3.1 Number, Term and Qualifications. The affairs of the Association shall be governed by a Board of five directors. The Board shall exercise all authority and duties and have all powers given by the Declaration, the Washington Condominium Act, and Washington Nonprofit Corporation Act as applicable. Thereafter, the term of office for directors will begin on the first day of the calendar month following the date of adjournment of the annual meeting at which they are elected. The normal term of office for directors will be for two years or until their successors shall be elected and qualified, subject to provisions herein relating to vacancy and removal. A majority of the directors elected by the Owners after the Transition Date shall be members of the Association. If a corporation is a member of the Association, anyone of its officers, directors, or shareholders may be elected to the Board; if a partnership is a member, anyone partner of such partnership may be elected to the Board.

Each Director shall hold office for two (2) years, with three (3) being elected at each annual meeting during even numbered years, and two (2) directors being elected at each annual meeting during odd numbered years so as to cause such terms to be staggered. Initially, three (3) directors shall by lot, determine which shall be elected during even numbered years. The members of the Board of Directors shall hold office until the initial election of Directors by members and until their respective successors shall be elected and qualified, subject to provisions herein relating to vacancy and removal. Any director may be elected to serve or an additional term or terms. Each Director shall adhere to the standard of ordinary and reasonable care in the performance of its duties on behalf of the Association."

XIII. Bylaws – Amendments. Article 8 of the Bylaws, is hereby deleted in its entirety, and the following new Article 8 of the Bylaws is substituted in its place:

"These Bylaws may be altered, amended or repealed and new Bylaws adopted by the Board of Directors."

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

XV. This Amendment shall become effective immediately upon the recording hereof. The terms of this Amendment shall control over and implicitly amend any inconsistent provision of the Declarations or the Bylaws of the Association. Except as amended by this instrument, the Declarations, as amended, shall remain in full force and effect.

In Witness whereof, the undersigned herein set their hands this 18th day of July, 2011.

THE COURTYARD AT QUEEN ANNE SQUARE OWNERS ASSOCIATION

By: [Signature]
Print Name: Kevin A. Monahan
Its: President

ATTEST AND CERTIFIED; Said amendment has been properly adopted.

THE COURTYARD AT QUEEN ANNE SQUARE OWNERS ASSOCIATION

By: 

Print Name: Sen Sen

Its: Secretary

STATE OF WASHINGTON)

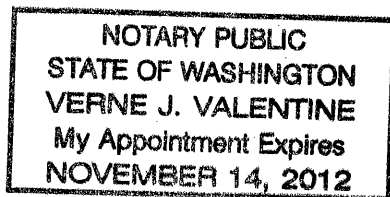
) ss

CORPORATE ACKNOWLEDGMENT

COUNTY OF KING)

On this day personally appeared before me KELLY MARQUARDT to me known to be the individual who executed the within and foregoing instrument as duly appointed President for The Courtyard at Queen Anne Square Owners Association, and acknowledges that he/she signed the same as his/her free and voluntary act and deed and on oath stating that his/her powers authorizing the execution of this instrument have not been revoked.

GIVEN under my hand and official seal the 18 day of July 2011.



SIGNATURE

PRINTED NAME

Notary Public in and for the State of Washington

Residing at Seattle

My Commission Expires: 11/14/2012

STATE OF WASHINGTON)

) ss

CORPORATE ACKNOWLEDGMENT

COUNTY OF KING)

On this day personally appeared before me Sean Selin to me known to be the individual who executed the within and foregoing instrument as duly appointed Secretary for The Courtyard at Queen Anne Square Owners Association, and acknowledges that he/she signed the same as his/her free and voluntary act and deed and on oath stating that his/her powers authorizing the execution of this instrument have not been revoked.

GIVEN under my hand and official seal the 21st day of July 2011.



SIGNATURE

PRINTED NAME

Notary Public in and for the State of Washington

Residing at Bothell, WA

My Commission Expires: 7/28/13

SCHEDULE B
THE COURTYARD AT QUEEN ANNE SQUARE, A CONDOMINIUM
Unit Descriptions; Allocated Interests; Parking and Storage Assignments

Unit	Unit Data*	Level	Area (Sq. Ft.)	Allocated Interests ^{1/}	Parking Space(s) ^{2/}	Storage Area(s) ^{2/}	Voting
101	1 BR, 1 BA	1	598	1.19	80	12(B)	1
102	1 BR, 1 BA	1	682	1.35	36	10(B)	1
103	1 BR, 1 BA	1	682	1.35	8	11(B)	1
104	1 BR, 1 BA	1	598	1.19	37	20(B)	1
105	2 BR, 1 BA	1	770	1.52	28	7	1
106	2 BR, 2 BA	1	972	1.92	4, 5	6	1
107	1 BR, 1 BA	1	598	1.19	19	3(A)	1
108	1 BR, 1 BA	1	585	1.16	21	3(G)	1
109	1 BR, 1 BA	1	585	1.16	25	24(A)	1
110	1 BR, 1 BA	1	598	1.19	69	25(A)	1
112	1 BR, 1 BA	1	598	1.19	54	17(B)	1
113	2 BR, 1 BA	1	770	1.52	63	3	1
114	1 BR, 1 BA	1	594	1.17	68	2	1
115	1 BR, 1 BA	1	598	1.19	38	19(B)	1
116	1 BR, 1 BA	1	598	1.19	20	18(A)	1
117	1 BR, 1 BA	1	598	1.19	31	23(A)	1
118	2 BR, 1 BA	1	714	1.41	48	5	1
119	1 BR, 1 BA	1	598	1.19	78	24(B)	1
201	1 BR, 1 BA	2	598	1.19	67	13(B)	1
202	1 BR, 1 BA	2	682	1.35	82	25(B)	1
203	1 BR, 1 BA	2	682	1.35	47	18(B)	1
204	1 BR, 1 BA	2	598	1.18	32	21(A)	1
205	2 BR, 1 BA	2	770	1.52	12	2(H)	1
206	2 BR, 2 BA	2	989	1.96	58	2(A)	1
207	1 BR, 1 BA	2	598	1.18	22	17(A)	1
208	1 BR, 1 BA	2	585	1.16	17	12(A)	1
209	1 BR, 1 BA	2	585	1.16	35	8(B)	1
210	1 BR, 1 BA	2	598	1.18	15	2(F)	1
211	1 BR, 1 BA	2	598	1.18	79	23(B)	1
212	1 BR, 1 BA	2	598	1.18	39	2(J)	1
213	2 BR, 1 BA	2	770	1.52	30	2(C)	1
214	2 BR, 1 BA	2	728	1.44	34	2(D)	1
215	1 BR, 1 BA	2	598	1.18	29	15(B)	1
216	1 BR, 1 BA	2	598	1.18	41	14(B)	1
217	1 BR, 1 BA	2	598	1.18	44	2(E)	1
218	2 BR, 1 BA	2	714	1.41	24	2(M)	1
219	1 BR, 1 BA	2	598	1.18	84	22(B)	1
301	1 BR, 1 BA	3	598	1.18	27	9(B)	1
302	1 BR, 1 BA	3	682	1.35	64	16(B)	1
303	1 BR, 1 BA	3	682	1.35	18	8(A)	1
304	1 BR, 1 BA	3	598	1.18	7	22(A)	1
305	2 BR, 1 BA	3	770	1.52	43	3(C)	1
306	2 BR, 2 BA	3	989	1.96	59 & 3	4	1

Unit	Unit Data*	Level	Area (Sq. Ft.)	Allocated Interests ^{1/}	Parking Space(s) ^{2/}	Storage Area(s) ^{2/}	Voting
307	1 BR, 1 BA	3	598	1.18	55	16(A)	1
308	1 BR, 1 BA	3	585	1.16	23	13(A)	1
309	1 BR, 1 BA	3	585	1.16	9	14(A)	1
310	1 BR, 1 BA	3	598	1.18	75	3(H)	1
311	1 BR, 1 BA	3	598	1.18	81	21(B)	1
312	1 BR, 1 BA	3	598	1.18	65	3(B)	1
313	2 BR, 1 BA	3	770	1.52	49	3(E)	1
314	2 BR, 1 BA	3	728	1.44	33	1	1
315	1 BR, 1 BA	3	598	1.18	53	9(A)	1
316	1 BR, 1 BA	3	665	1.31	51	10(A)	1
317	1 BR, 1 BA	3	665	1.31	50	3(F)	1
318	2 BR, 1 BA	3	714	1.41	46	3(D)	1
319	1 BR, 1 BA	3	598	1.18	66	20(A)	1
401	1 BR, 1 BA	4	665	1.31	14	15(A)	1
402	1 BR, 1 BA	4	751	1.48	16	2(G)	1
403	1 BR, 1 BA	4	751	1.48	40	2(B)	1
404	1 BR, 1 BA	4	665	1.31	52	4(L)	1
405	2 BR, 1 BA	4	834	1.65	76	4(D)	1
406	2 BR, 2 BA	4	1,052	2.08	73 & 74	4(C)	1
407	1 BR, 1 BA	4	665	1.31	13	2(K)	1
408	1 BR, 1 BA	4	650	1.28	26	11(A)	1
409	1 BR, 1 BA	4	650	1.28	11	2(L)	1
410	1 BR, 1 BA	4	665	1.31	10	4(J)	1
411	1 BR, 1 BA	4	665	1.31	45	19(A)	1
412	1 BR, 1 BA, F	4	665	1.31	72	4(E)	1
413	2 BR, 1 BA	4	834	1.65	61	4(G)	1
414	2 BR, 1 BA	4	793	1.57	60	4(B)	1
415	1 BR, 1 BA	4	665	1.31	71	4(H)	1
416	1 BR, 1 BA	4	665	1.31	70	4(F)	1
417	1 BR, 1 BA	4	665	1.31	62	4(K)	1
418	2 BR, 1 BA	4	783	1.55	56	4(A)	1
419	1 BR, 1 BA	4	665	1.31	42	4(M)	1
TOTALS:			50,588	100.00			75

*Legend: BR - bedroom BA - bathroom F - fireplace /Electric

^{1/}Common Expense Liability (CEL) and Interest in Common Elements (ICE) are based on relative area of Units; rounded to equal 100%.

^{2/}There are 83 numbered parking spaces and 80 numbered storage areas. Parking Spaces 1, 2, 83, 57, & 77 are Common Elements subject to the control of the Association.

Note—There is no parking space no. 6 this is where the HOA Bike Case is located..

Numbered parking spaces are 1-5 and 7-84. Parking Spaces 78-84 are located on Parking Level 2 as noted on the Survey Map and run West to East. Unit Owners on Parking Level 2 include the HOA Common Element Parking Space 83, Units 101, 119, 211, 202, 219, 311