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KING COUNTY, WA

DOCUMENT TITLE: Second Amendment to Condominium Declaration for Kirkland Central Condominiums

REFERENCE NUMBERS OF RELATED DOCUMENTS: 20060508001909, 20060822000743

GRANTOR(S): Kirkland Central Owners Association

GRANTEE(S): Kirkland Central Owners Association

SHORT LEGAL DESCRIPTION: Lots 8 through 21 in Block 99 of Burke and Farrar's Business Center Addition Division No. 25, as per plat recorded in Volume 25 of Plats, Page 14, Records of King County; Together with that portion of vacated alley abutting thereon; And together with that portion of Kirkland Avenue (NE 80th Street) as vacated by the City of Kirkland Ordinance No. 429 which would attach by operation of law. Situate in King County, State of Washington.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBERS: 3888310006 through 3888311120

DEPARTMENT OF ASSESSMENTS
Examined and approved this 16TH day of October 2007
S. Noble Assessor Z. Melan Deputy Assessor

SECOND AMENDMENT TO CONDOMINIUM DECLARATION FOR KIRKLAND
CENTRAL CONDOMINIUMS

Pursuant to RCW 64.34 et seq. the Washington Condominium Act, and the vote or consent of Owners holding at least 67% of the votes in the Kirkland Central Owners Association ("Association"), pursuant to Section 26.2.5 of the Condominium Declaration for Kirkland Central Condominiums, filed in the King County Auditor's Office, file number 20060508001909, as amended ("Declaration") shall be amended as follows:

WHEREAS, the Declaration has previously been amended by instrument known as the Amendment No. 1 to Condominium Declaration for Kirkland Central Condominiums, filed in the King County Recorder's Office, file number 20060822000743;

WHEREAS, the Survey Map and Plans have been filed in the King County Recorder's Office, file number 20060508001908, in Volume 216 of Condominiums, Pages 86 through 95 inclusive.

WHEREAS, at a meeting duly called and held on July 11, 2007, 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 approval; and

WHEREAS, pursuant to Sections 26.2.5, Owners holding at least 67% of the votes in the Association, have voted in approval to or consented in writing to amend the Declaration as hereinafter set forth.

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

A. Section 1.1 "Owner or Unit Owner" is hereby deleted in its entirety and a new Section 1.1 "Owner or Unit Owner" is substituted in its place:

"Owner or Unit Owner" means any person who owns a Unit, but does not include any person who has an interest in a Unit solely as security for an obligation."

B. Section 11.3 Declarant Inspections, is hereby deleted in its entirety.

C. Section 13.3 Qualification and Transfer. The first sentence, to wit: "Each Owner of a Unit (including the Declarant) . . . shall be the sole qualification for membership in the Association." is hereby deleted, and a new first sentence is substituted in its place as follows:

"Section 13.3 Qualification and Transfer. Each Owner of a Unit shall be a member of the Association and shall be entitled to one membership for each Unit owned, which membership shall be considered appurtenant to that member's Unit Ownership of a Unit shall be the sole qualification for membership in the Association."

D. Paragraph 13.4.4 of Section 13.4 is hereby deleted in its entirety and new Paragraph 13.4.4 is substituted in its place as follows:

“13.4.4 Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two (2) or more Unit Owners on matters affecting the Condominium.”

E. Section 13.6 Association Annual Inspections.. The last three sentences of this Section, to wit: “Until December 31, 2011, the Board shall . . .the Declarant shall furnish a copy of the report to the Board.” are hereby deleted in their entirety.

F. Section 18.2 Failure of Board to Insist on Strict Performance No Waiver. The last sentence of this Section, to wit: “This Article also extends to the Declarant.” is hereby deleted in its entirety.

G. Section 19.2 Limitation of Liability for Utility Failure, etc., is hereby deleted in its entirety and new Section 19.2 is substituted in its place as follows:

“Section 19.2 Limitation of Liability for Utility Failure, etc. Except to the extent covered by insurance obtained by the Board, neither the Association, the Board, nor the Managing Agent shall be liable for: the failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, water, rain, dust, or sand which may lead or flow from outside or from any parts of the building, or from any of their pipes, drains, conduits, appliances, or equipment, or from any other place; or from inconvenience or discomfort resulting from any action taken to comply with any law, ordinance, or orders of a governmental authority. No diminution or abatement of Assessments shall be claimed or allowed for any utility or service failure, or for such injury or damage, or for such inconvenience or discomfort. This Section shall not apply in any way to any past, present or future failure or damage to person or property caused or contributed to by any act, failure to act, error or omission, breach of duty, or any other intentional, wrongful and/or negligent act or failure to act, in any capacity, including but not limited to the capacity as Association Board member, director, officer, committee member, managing agent or Unit Owner, by Declarant or any of Declarant’s past, present or future owners, members, shareholders, partners, directors, officers, principals, agents, employees or affiliates.”

H. Section 19.3 No Personal Liability., is hereby deleted in its entirety and new Section 19.3 is substituted in its place as follows:

“Section 19.3 No Personal Liability. So long as a Board member, Association committee member, Association officer, or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, then no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person; provided that this Section shall not apply when the

consequences of such act, omission, error, or negligence are covered by insurance obtained by the Board. This Section shall not apply in any way to any past, present or future damage, loss, or prejudice suffered or claimed which is caused or contributed to by any act, failure to act, error or omission, breach of duty, or any other intentional, wrongful and/or negligent act or failure to act, in any capacity, including but not limited to the capacity as Association Board member, director, officer, committee member, Managing Agent or Unit Owner, by Declarant or any of Declarant's past, present or future owners, members, shareholders, partners, directors, officers, principals, agents, employees or affiliates."

I. *Article 20. INDEMNIFICATION, is hereby deleted in its entirety and new Article 20 is substituted in its place as follows:*

"Article 20. INDEMNIFICATION.

Each Board member, Association committee member, Association officer, and the Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not he holds such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such duties; provided, that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interests of the Association. Provided further that any such indemnity obligation of the Association with respect to Declarant or any of Declarant's past, present or future owners, members, shareholders, partners, managers, directors, officers, principals, agents, employees or affiliates who served at any time as Association Board members, committee members, officers, or managing agents, shall be limited to and in accordance with the extent the obligation is covered by any type of insurance."

J. *This Amendment to the Declaration shall be nunc pro tunc as of May 8, 2006, and shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provisions of the Declaration. Additionally, the terms of this Declaration Amendment shall control over and amend any inconsistent provision of the Association's Bylaws or Articles of Incorporation. Except as amended by this instrument, the Declaration shall remain in full force and effect.*

In Witness whereof, the undersigned herein set their hands this 5 day of October, 2007.

KIRKLAND CENTRAL OWNERS ASSOCIATION

By: Marian E. Hunsbaker
Print Name: Marian E. Hunsbaker
Its: President

ATTEST AND CERTIFIED; Said amendment has been properly adopted.

STATE OF WASHINGTON)

) ss CORPORATE ACKNOWLEDGMENT

COUNTY OF KING)

On this day personally appeared before me Alan Aho to me known to be the individual who executed the within and foregoing instrument as duly appointed Secretary for Kirkland Central 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 5th day of October 2007.

Stanley T. Hill
SIGNATURE

PRINTED NAME

Notary Public in and for the State of Washington

Residing at Kirkland WA

My Commission Expires: 2/20/2010

