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**AMENDMENT TO CONDOMINIUM DECLARATION AND COVENANTS,
CONDITIONS, EASEMENTS, RESTRICTIONS, AND RESERVATIONS FOR
COLONIAL FOREST, A CONDOMINIUM**

GRANTOR: COLONIAL FOREST HOMEOWNERS' ASSOCIATION

GRANTEE: COLONIAL FOREST, A CONDOMINIUM

LEGAL DESCRIPTION: COLONIAL FOREST, A CONDOMINIUM, ACCORDING TO
THE DECLARATION THEREOF RECORDED UNDER
KING COUNTY RECORDING NO. 7806190622; AND THE
SURVEY MAPS AND PLANS RECORDED UNDER KING
COUNTY RECORDING NO. 7806190620, IN VOLUME 20
OF CONDOMINIUMS, PAGES 16 THROUGH 28,
RECORDS OF KING COUNTY WASHINGTON

ASSESSOR'S TAX PARCEL ID#: 1697300000 (MASTER NUMBER)

REFERENCE # (If applicable): 7806190622

DEPARTMENT OF ASSESSMENTS
Examined and approved this 16TH day of

OCTOBER, 2013

LLOYD HARA
Assessor

M. Cameron To Know
Deputy Assessor

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 20th day of September, 2013.

RECITALS

The Condominium Declaration and Covenants, Conditions, Easements, Restrictions, and Reservations for Quiet Forest, A Condominium (the "Declaration") was recorded on June 19, 1978, in King County, Washington under recording number 7806190622; together with the Survey Map and Plans recorded in King County, Washington under recording number 7806190620.

The Declaration was amended by the First Amendment to the Condominium Declaration and Covenants, Conditions, Restrictions, and Reservations for Quiet Forest, A Condominium recorded on December 31, 1996, in King County, Washington under recording number 9612311224 (pursuant to which the name of the Condominium was changed to Colonial Forest).

The Colonial Forest Homeowners' Association (the "Association") desires to amend the Declaration in certain respects to eliminate the prohibition on leasing of apartments and to modify related provisions in order to qualify for FHA approval.

Pursuant to Sections 9.4 and 21.1 of the Declaration, after this Amendment was approved by a majority of the Board and a vote was held that concluded on September 18, 2013 and not less than two thirds (2/3) of the owners voted to amend the Declaration as set forth herein.

This Amendment does not modify, change, limit or alter the specific rights expressly conferred upon mortgagees in the Declaration, so it was not necessary to seek approval from mortgagees in accordance with Section 18.7 of the Declaration.

To accomplish the foregoing purpose, the undersigned President and Secretary of the Association certify that this Amendment to the Declaration was properly adopted and attest and acknowledge the following:

AMENDMENT

A. **Section 1.2.7** is deleted and replaced with the following new **Section 1.2.7**:

1.2.7 "Lease" means any agreement or other writing executed by the owner(s) and Tenant(s) which memorializes the terms of the Leasing of an apartment.

B. The following new definitions are hereby added to Article 1, Section 1.2 - Definitions:

1.2.15 "Governing Documents" means the Declaration, Articles of Incorporation, if any, Bylaws and Rules and Regulations adopted by the Association, as may be lawfully amended from time to time.

1.2.16 "Occupant" means anyone 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. The Board, at its discretion, may grant exception to these time periods upon written request.

1.2.17 "Related Party" means a person who has been certified in a written document filed by an apartment 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, the member of any owner which is a limited liability company, the trustee or beneficiary of any owner which is a trust, or the partner of any owner which is a partnership. Notwithstanding the foregoing to the contrary, a person who is the settlor and trustee of a living trust that owns an apartment shall be deemed to be the owner of the apartment for all purposes under the Declaration.

1.2.18 "Renting" or "Leasing" an apartment means and includes the granting of 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 (that is, money, property or other goods or services of value); or the occupancy of an apartment solely by a person or persons other than its owner, whether or not rent is paid; but does not mean and 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 any person who resides in an apartment with its owner, whether or not rent is charged therefore.

1.2.19 "Spouse" means a husband or wife, registered domestic partner, or partner in a civil union.

1.2.20 "Tenant" means and includes any lessee, renter, and all other non-owner Occupants of an apartment that is not occupied by its owner, whether or not rent is paid. Any person who occupies an apartment with an owner Occupant, whether or not rent is paid, is not a tenant.

C. Article 11, Section 11.4 is deleted and the following new Article 11, Section 11.4 is inserted in its place:

11.14 Leasing of Apartments. The Leasing of an apartment shall be governed by the provisions of the Declaration, including, without limitation, this Section 11.14.

11.14.1 Leasing Defined and Regulated. As used in the Declaration the terms "to rent", "rental" or "renting" may be used interchangeably with the term "Leasing" and, for the purposes of this Section, shall refer to and include the Leasing of an apartment by its owner and to the occupancy of an apartment solely by a person or persons other than its owner, whether or not rent is paid. Notwithstanding anything herein to the contrary, Section 11.14 shall not be applicable to the Lease of an apartment acquired by the Association following a foreclosure of the Association's lien for assessments; to the Lease of an apartment by a receiver appointed on the motion of the Association in connection with a lien foreclosure action filed by the Association; or to a mortgagee, institutional holder or loan servicer in possession of an apartment following default on a mortgage or deed of trust (or foreclosure of the same).

11.14.2 Lease Ceiling. Except as otherwise provided in this Section, the maximum number of non-owner occupied apartments in the Condominium at any one time shall not exceed one (1) (referred to in the Declaration as the "Lease Ceiling"). Apartments occupied by a Related Party or Leased by the Association, a mortgagee, institutional holder or loan servicer shall not be counted as non-owner occupied apartments for the purpose of determining whether a Lease would cause the number of non-owner occupied apartments to exceed the Lease Ceiling.

11.14.3 Hardship Exception. Any owner, who has a special hardship and believes it justifies a waiver of the restriction on Leasing contained in this Section, may make application for consent of the Board, in writing to the Board, at least forty-five (45) days prior to the proposed commencement of the lease or rental period. The application shall contain: a statement of the specific reasons and justifications of the need to Lease the apartment; all the proposed terms and conditions of the Lease; and the name and general information concerning the proposed Tenant, if available. The Board shall either consider the application at the next regularly scheduled Board meeting or shall call a special meeting for the purpose of considering said application and may require the applicant to attend such meeting. The Board shall make its determination on whether to allow or deny the proposed arrangement with twenty-five (25) days from the date of submission of the application. Consent by the Board allowing the Leasing of an apartment shall not be freely given. The determination of whether to allow or deny a proposed Lease shall be in the sole discretion of the Board. The Board shall only allow a Leasing arrangement when it determines the owner is under extreme and unique hardship or doing so is in the best interests of the Association. The Board, at its discretion, may impose additional restrictions or conditions upon said Leasing which it deems in its sole discretion reasonable and necessary to protect the best interests of the Association or the owners. The decision of the Board in these regards shall be conclusive. An apartment Leased under a Hardship Exception granted by the Board under this section shall not be counted as a non-owner occupied apartment for the purpose of determining whether a Lease would cause the number of non-owner occupied apartments to exceed the Lease Ceiling.

11.14.4 Minimum Lease Term Required. Every Lease shall be for an initial fixed term of not less than six (6) months. Following this initial Lease term, Leasing by the same Tenant(s) may continue for lesser terms.

11.14.5 Entire Apartment. No apartment owner may Lease less than the entire apartment.

11.14.6 Tenants' Subleasing Apartments. No Tenant may sublease an apartment or any part of an apartment (e.g., a room).

11.14.7 Application to Lease an Apartment. Owners who desire to Lease their apartments to a Tenant other than a Related Party shall submit a written application to the Board or its designated agent, including a copy of the proposed Lease and other documentation as the Board may reasonably require.

11.14.8 Leasing to a Related Party. If an owner wishes to Lease an apartment to a Related Party, the owner shall submit a written proposal to the Board or its designated agent, including a copy of the proposed Lease, a certification identifying the relationship between the owner and the Related Party, and other documentation as the Board may reasonably require.

11.14.9 Effect of Lease Ceiling. If an owner wishes to Lease an apartment to a Tenant other than a Related Party but is prohibited from doing so because of the Lease Ceiling, the Association shall place the owner's name on the Lease Waiting List.

11.14.10 Lease Waiting List. The Board or its designated agent shall maintain a list of owners who have submitted a written application to Lease their apartments to a Tenant other than a Related Party (the "Lease Waiting List"). The Lease Waiting List shall include all such apartment owners who have applied to Lease their apartments when the number of applications is equal to or exceeds the Lease Ceiling. The Association will approve the Leasing of apartments in the order listed on the Lease Waiting List, in the order of the date of application by the apartment owner, and in the number such that the total number of apartments Leased to Tenants other than Related Parties is equal to the Lease Ceiling.

If the number of apartments Leased is below the Lease Ceiling as a result of the non-renewal or other termination of a Lease or otherwise, the Association will notify in writing the first apartment owner on the Lease Waiting List of his or her position on the List and that owner shall have the opportunity to Lease his or her apartment pursuant to this Section. This section is subject to the Hardship Exception.

11.14.11 Lease Requirements. No Lease of an apartment 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 in the Declaration as a "Lease", "Leasing agreement" or "Rental agreement"). A hard copy of each Lease shall be provided to the Board or its designated agent by the apartment owner after it has been executed by the apartment owner(s) and Tenant(s).

11.14.12 Renewal of Leases. If the owner of a Leased apartment and the existing Tenant wish to renew their Lease, the Association shall not withhold consent if: a) the Association has previously approved the Lease in the manner provided in this Section; and b) the conduct of the Tenant has not resulted in more than two violation notices or more than one fine within the previous six (6) months for failure to comply with the Governing Documents.

11.14.13 Expiration or Termination of Lease. Each owner who has Leased his or her apartment shall give written notice to the Association of any expiration and non-renewal or other termination of a Lease within ten (10) days of the date that the owner learns of the expiration and non-renewal or other termination of the Lease. If a Lease is not renewed by the Tenant occupying the apartment or a Lease otherwise expires or is terminated by either party thereto, the owner shall submit an application to Lease the apartment prior to any execution of a subsequent Lease with any new Tenant. The name of the owner will be placed at the end of the Lease Waiting List, and no Lease shall be approved for that owner's apartment until all other owners whose names had previously been added to the Lease Waiting List have been given the opportunity to Lease their apartments.

11.14.14 Leases Subject to Condominium Governing Documents. All Leases shall be in compliance with, subject to, and deemed to integrate the Declaration, Bylaws, and Rules and Regulations of the Condominium whether such Lease is silent with respect thereto or contains this provision, a similar provision, or otherwise incorporates this Declaration by reference. A default by the Tenant in complying with said Governing Documents shall constitute a default under the Lease.

11.14.15 Governing Documents. The apartment owner shall provide a copy of the Declaration, Bylaws, and Rules and Regulations adopted by the Board to the Tenant as part of the Lease. The apartment owner shall provide the Board with a signed statement from the Tenant that the Tenant has received and read the Declaration, Bylaws and Rules and Regulations, and will abide by the same.

11.14.16 No Impairment of Insurance. Nothing shall be done or kept in any apartment or in the Common or Limited Common Areas by a Tenant which will increase the rate of insurance on the Common Areas, Limited Common Areas, or apartments without the prior written consent of the Board. No owner shall permit anything to be done or kept in his apartment or in the Common or Limited Common Areas by a renter or lessee that will result in the cancellation of insurance on any apartment or on any part of the Common or Limited Common Areas.

11.14.17 Insurance Carried By Tenants. The Board is authorized to establish rules and regulations affecting Tenants, including that Tenants must obtain and provide proof of renter's insurance.

11.14.18 Association's Right to Evict and Levy Fines. Each apartment owner shall have the responsibility to ensure compliance by a Tenant with the Condominium's Governing Documents, including the Declaration, Bylaws, and Rules and Regulations of the Association, or with any laws of the State of Washington or the United States of America. An apartment owner may be assessed a fine by the Association in accordance with Rules and Regulations adopted by the Board if the owner's Tenant fails to comply with the Governing Documents. If the Tenant continues to fail to comply with the Governing Documents after written notice of the violation of the Governing Documents has been given to the apartment owner, the Association shall have the power and authority to evict the Tenant. The Association shall not be liable in any way to the apartment owner or Tenant for any exercise of its right to evict. The apartment owner shall be responsible for all costs to evict, including legal fees, which costs shall be levied against the apartment as an assessment, and which may be collected and foreclosed by the Association in the same manner as assessments may be collected and foreclosed under Article 12.

11.14.19 Limitation of Association's Liability. The Association shall not be liable in any way to a Tenant or Occupant, more than it would be to an apartment owner for any accident or injury occurring in, on, around, or caused by the Common Areas, the apartment, or the Limited Common Areas, except as covered by insurance and according to the Association's standard policy. Each owner who Leases an apartment agrees to hold the Association harmless for any claims brought against the Association by the apartment's Tenants, Occupants, or guests.

11.14.20 Rental Processing Fees. The Board is authorized to establish and charge reasonable fees in connection with the Leasing of apartments and for maintaining Tenant information, in order to defray the added administrative and physical costs of such activities. Such processing fees shall be collectible as an Assessment against the apartment which is Leased and its owner.

11.14.21 Non-Discrimination. Neither the Association nor any apartment owner shall discriminate against any person on the basis of a legally protected classification under local, state or federal law.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Declaration shall remain in full force and effect. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or Bylaws of the Association.

