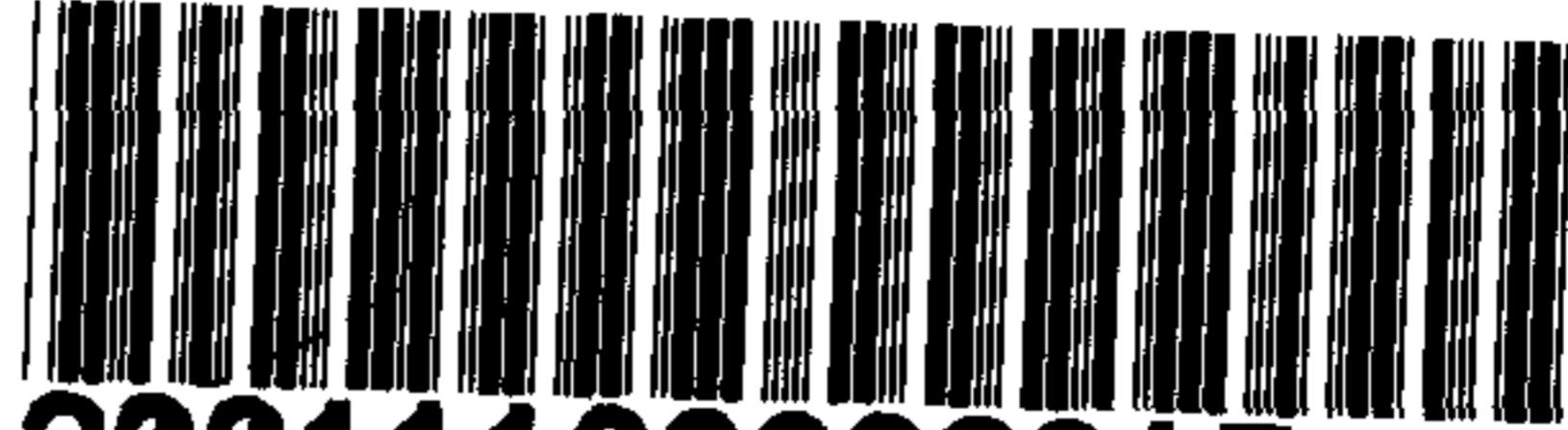


After Recording Return to

Mr Jay H Pearson  
3725 101<sup>ST</sup> Way NE  
Kirkland, WA 98033-7879



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KING COUNTY, WA

Document Title

AMENDMENT NO 3 TO  
CONDOMINIUM DECLARATION FOR  
THE POINT ON YARROW BAY  
A CONDOMINIUM

Reference Numbers

9407210786, 9407210787  
9501171151, 9503031210  
additional reference numbers on page 1 of document

Grantor

The Point on Yarrow Bay Owners Association

Grantee

The Point on Yarrow Bay Owners Association

Legal Description

The Point on Yarrow Bay, a Condominium  
Lot 8, Sec. 19, and Lot 1, Sec 20,  
Township 25 N, Range 5 E

Assessor's Property Tax Parcel

683775

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AMENDMENT to the  
DECLARATION FOR  
THE POINT ON YARROW BAY CONDOMINIUM

Table of Contents

<b>Definitions</b>		
	<b>Business and Trade</b>	1
	<b>Governing Documents</b>	1
	<b>Occupant</b>	1
	<b>Related Party</b>	2
	<b>Renting or Leasing</b>	2
	<b>Tenant</b>	2
<b>Section 10 1</b>	<b>Single Family Occupancy, Residential Use</b>	2
<b>Section 10 3</b>	<b>Liability for Damages and Misconduct</b>	3
<b>Section 10 14</b>	<b>Rental of Units</b>	
	10 14 1 Rental Defined and Regulated	3
	10 14 2 Minimum Lease Term Required	3
	10 14 3 Lease Requirements	3
	10 14 4 Lease Approval	4
	10 14 5 Effect of Rental Ceiling	4
	10 14 6 Pre-existing Leases	4
	10 14 7 Limitations on Consent	5
	10 14 8 Rental Waiting List	5
	10 14 9 Hardship Exception	5
	10 14 10 Rental Processing Fees	5
<b>Section 10 15</b>	<b>Governing Documents to Be Provided to Tenants</b>	5
<b>Section 10 16</b>	<b>Tenant Screening</b>	
	10 16 1 Applicability	6
	10 16 2 Tenant Screening Required	6
	10 16 3 Nature of Screening Required	6
	10 16 4 Responsibility for Tenant Selection	6
	10 16 5 Confidentiality	6
	10 16 6 Owner's Use of Alternative Service	6
<b>Section 10 17</b>	<b>Non-Discrimination</b>	7
<b>Section 10 18</b>	<b>Notices Regarding Occupancy Changes</b>	7
	10.18 1 Registration of Pre-existing Occupants	7
	10 18 2 Registration of New Occupants	7
	10 18 3 Updating of Registration Information	7
	10 18 4 Notice of Moving Date	7

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U.S. District Court  
District of Columbia  
Document

Section 10 19 Notice of Conveyance Required by Owner 7

Article 18 COMPLIANCE WITH DECLARATION 8

Section 18 1 Strict Compliance 8

Section 18 2 Failure to Insist on Strict Performance No Waiver 8

Section 18 3 Hearing Board 8

Section 18 4 Judicial Enforcement 9

Section 18 5 Enforcement Against Tenants 9

Section 18 6 Recovery of Attorney's Fees and Costs 9

Adoption 10

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AMENDMENT to the  
DECLARATION FOR  
THE POINT ON YARROW BAY CONDOMINIUM

WHEREAS, a certain Declaration submitting real estate to the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64 34), as amended, entitled CONDOMINIUM DECLARATION FOR THE POINT ON YARROW BAY, A CONDOMINIUM, was recorded on 21<sup>st</sup> July 1994, under Recording No 9407210787, in the records of King County, State of Washington, together with the Survey Map and Plans recorded in Volume 119 Condominiums, at pages 58 through 65, inclusive, under Recording No 9407210786, in records of King County, State of Washington, and

WHEREAS, the Declaration has previously been amended by instruments recorded in the records of King County, State of Washington, on 17<sup>th</sup> January 1995, under Recording No 9501171151, and on 3<sup>rd</sup> March 1995, under Recording No 9503031210, and

WHEREAS, the Survey Map and Plans has been amended by instruments recorded in the records of King County, Washington on 9<sup>th</sup> August 1994, under Recording No 9408091803, on 17<sup>th</sup> January 1995, in Volume 122, at Pages 22 through 29, inclusive, under Recording No 9501171150, and on 3<sup>rd</sup> March 1995, in Volume 122, at Pages 93 through 100, inclusive, under Recording No 9503031209, and

WHEREAS, pursuant to Section 26 1 of the Declaration, at a meeting duly called and held on the 15<sup>th</sup> day of October 2001, not less than a majority of the Board of Directors of The Point On Yarrow Bay Owners Association have voted to submit this Amendment to the Declaration to the owners for their approval, and

WHEREAS, pursuant to Section 26 1 of the Declaration, after not less than ten (10) days written notice to all of the owners entitled to vote thereon, at a meeting duly called and held on the 19<sup>th</sup> day of November 2001, not less than Sixty-seven percent (67%) of the Unit Owners have consented to amend the Bylaws as hereinafter set forth,

WHEREAS, pursuant to Paragraph 26 2 1 of the Declaration, after not less than Thirty (30) days notice to all of the Eligible Mortgagees duly given by first class mail, not less than Fifty-One Percent (51%) of the Eligible Mortgagees have expressly or impliedly consented to the amendment of the Declaration as hereinafter set forth,

NOW THEREFORE, the President and the Secretary of The Point On Yarrow Bay Owners Association certify the Declaration to have been amended in the following particulars

**A. The following new Paragraphs are added to Section 1.1 of the Declaration:**

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, 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

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Related Party means a person who has been certified in a written document filed by a Unit Owner with the Association to be the child, spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, grandchild, or grandparent of the Owner or of the trustee or beneficiary of any Owner which is a trust

Renting or Leasing a Unit means the granting of a right to use or occupy a Unit, 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), but does not mean and include joint ownership of a Unit by means of joint tenancy, tenancy in common, or other forms of co-ownership, or the occupancy of a Unit by any person who resides in a Unit with its Owner, whether or not rent is charged therefor

Tenant means and includes a tenant, lessee, renter, or other non-Owner Occupant of a Unit that is not occupied by an Owner

**B. Section 10.1 of the Declaration is hereby deleted and new Section 10.1 is substituted in its place as follows:**

Section 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 may conduct Business activity within the Unit only if

10.1.1 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,

10.1.2 the Business activity conforms to all zoning requirements for the Property,

10.1.3 the Business activity does not involve persons frequently coming on to the Property who do not reside in the Condominium, but customers may periodically come on to the property provided the customer's vehicle is parked on the Unit Owner's driveway,

10.1.4 the Business activity does not increase the liability or casualty insurance obligation or premium of the Association,

10.1.5 the Business activity does not cause an increase in the consumption of utilities or trash collection services paid for by the Association as a common expense, and

10.1.6 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

C. **Section 10.3 of the Declaration is hereby deleted and new Section 10.3 is substituted in its place as follows:**

**Section 10.3 Liability for Damages and Misconduct** Notwithstanding any other provision of this Declaration, each Owner shall be responsible for any expenses resulting from damages done to a Unit, the Common Elements or the Limited Common Elements by that Owner or a Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant, or 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, or from any misconduct by that Owner or a Tenant occupying the Owner's Unit, or the family, servants, employees, agents, visitors, licensees, or household pet of that Owner or Tenant. The charges for repair or replacement of any damage in excess of insurance proceeds available to the Association under policies of insurance issued to the Association 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. If any tenant of a Unit violates or permits the violation by his guests or invitees of any provisions hereof or of the governing documents of the Association, and the Board determines that such violations have been repeated and that a prior notice to cease has been given, the Board may give notice to the tenant of the Unit and the Owner thereof to forthwith cease such violations, and if the violation is thereafter repeated, the Board shall have the authority, on behalf and at the expense of the Owner, to evict the tenant if the Owner fails to do so after Notice from the Board and an Opportunity to be Heard. The Board and the Association shall have no liability to an Owner or tenant for any eviction made in good faith. The Association shall have a lien against the Owner's Unit for any costs incurred by it in connection with such eviction, including reasonable attorneys' fees, which may be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed under Article 17.

D. **Section 10.14 of the Declaration is hereby deleted and the following new Sections 10.14 through 10.19 are substituted in its place:**

**Section 10.14 Rental of Units**

**10.14.1 Rental Defined and Regulated** The Rental of a Unit shall be governed by the provisions of the Declaration, including without limitation this Article. 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. The terms "to rent," "renting," or "Rental" shall not refer to the occupancy of a Unit by a Related Party when the Unit is not occupied by its Owner. The rights of the Association and the obligations applicable to an Owner under Sections 10.14 and 10.16 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 sub-Tenant or assignee of a Tenant in such a situation.

**10.14.2 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 or Tenant who does not occupy a Unit as a primary residence shall cause or allow the overnight accommodation of employees or business invitees in a Unit on a temporary or transient basis. Every Lease shall be for a fixed term of not less than six (6) months.

**10.14.3 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 in the Declaration as a "Lease"). No Lease entered into after the date of recording of this Amendment shall be valid unless

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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, and in addition shall have the rights and remedies provided for in Section 18.5 of the Declaration. Each Lease shall contain language acknowledging the Association's rights and the Tenant's obligations under the Governing Documents.

**10.14.4 Lease Approval.** Except as provided in Paragraph 10.14.6, 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

**10.14.4.1** the Owner has complied with Sections 10.14 and 10.16 of the Declaration,

**10.14.4.2** 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,

**10.14.4.3** the Lease is in compliance with the requirements of the Declaration,

**10.14.4.4** the Rental would not cause the aggregate number of all non-Owner occupied Units to exceed Five (5) Units in the Condominium (referred to in the Declaration as the "Rental Ceiling"), provided, however, that

**10.14.4.4.1** the Association shall not withhold consent for an Owner and a Tenant to renew a Pre-Existing Lease meeting the requirements of Paragraph 10.14.6 merely because the number of non-Owner occupied Units is equal to or greater than the Rental Ceiling, provided, however, that the assignment or subletting of a Unit by a Tenant shall terminate the right to renew a Pre-Existing Lease under this Sub-Paragraph,

**10.14.4.4.2** the Association shall not withhold consent for a Mortgagee in possession of a Unit following a default in its Mortgage or a Mortgage Foreclosure, or from a successor in interest to such Mortgagee, where such Mortgagee or a purchaser at a foreclosure sale first obtains possession subsequent to the date of recording of this Amendment, to rent a Unit merely because the Rental would cause the number of non-Owner occupied Units to exceed the Rental Ceiling,

**10.14.4.4.3** the Association may grant a hardship exception as provided in Sub-Paragraph 10.14.9 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.

**10.14.5 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 Paragraph 10.14.8.

**10.14.6 Pre-existing 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 Paragraph shall be referred to as a "Pre-existing Lease." Any Tenant occupying a Unit pursuant to a Pre-existing Lease shall be permitted to renew his or her Lease thereafter, provided that a copy of the Pre-existing Lease is filed with the Association within the time period provided for in this Paragraph 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 Pre-existing Lease under this Paragraph 10 14 6

10 14 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 from the beginning of the term of the approved Lease

10 14 8 Rental Waiting List Each Owner who has rented his or her Unit shall promptly give notice to the Association of any expiration or other termination of a Lease. An Owner whose Lease has expired 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 continue to Lease their unit, to a new or existing Tenant, without his or her name placed on the Rental Waiting List. If the Rental Ceiling is not exceeded 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 non-renewal or other termination of a Lease on another Unit, of the opportunity to apply for a consent to a Lease. That opportunity to rent shall be available to the Owner for a period of sixty (60) day from the date of the 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 14 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 Paragraph 10 14 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 14 10 Rental Processing Fees The Board shall be authorized from time to time to establish and charge reasonable fees in connection with the rental of Units, the maintaining of Tenant information and the rental waiting list, and the screening of Tenants to defray the added administrative costs of such activities. Such fees shall be collectable as a special Assessment against the Unit and its Owner

Section 10 15 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 and maintain that Tenant or Related Party with current copies of the Declaration and Rules. The source for these documents must originate from a valid, printed copy and not from electronic media. If the Unit Owner fails to provide evidence to the Association that it has done so, the Association shall 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. The copying charge shall be collectable as a special Assessment against the Unit and its Owner

**Section 10 16 Tenant Screening**

**10 16 1 Applicability** Section 10 16 shall be applicable to the Rental of any Unit in the Condominium other than to a Related Party

**10 16 2 Tenant Screening Required** Any Unit Owner who desires to rent a Unit to a person (referred to in the Declaration as "Applicant") other than a Related Party, shall, prior to entering into a Lease, submit to the individual designated by the Association (referred to in the Declaration as the "Association's designee") for each Applicant a fully completed rental application and consent to obtain a consumer credit report, in the form provided by the Association, together with payment of the tenant screening fee prescribed by the tenant screening service with which Association has contracted (referred to in the Declaration as the "Service")

**10 16 3 Nature of Screening Required** The Association's designee shall forward the application and consent to the Service which shall take the following steps with regard to each Applicant

**10 16 3 1** Obtain a consumer credit report on the Applicant,

**10 16 3 2** Verify the Applicant's employment for the last two years,

**10 16 3 3** 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 16 3 4** Check the public records in the counties of the Applicant's residence for bankruptcy and unlawful detainer actions involving the Applicant,

**10 16 3 5** 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 16 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 16 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. The Association's designee and each Owner submitting an application shall sign a Non-Disclosure Agreement which spells out the signer's duties under the law with regard to the information provided by the Service

**10 16 6 Owner's Use of Alternative Service** In lieu of obtaining the required information with regard to an Applicant through the Association, an Owner may obtain such information directly from a comparable tenant screening service. In lieu of providing a means for the Owner to obtain a screening report through the Association, the Board may require the Owner to obtain such information directly from a tenant screening service which provides the information required by Paragraph 10 16 3. In either such event, the Owner shall transmit a

copy of the Applicant's application and the screening service's report for the Applicant to the Association's designee along with the Lease

**Section 10 17 Non-Discrimination** 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

**Section 10 18 Notices regarding Occupancy Changes** The presence and movement of persons in and out of Units shall be governed by the provisions of this Section 10 18

**10 18 1 Registration of Pre-Existing 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 Section, 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 18 1 1 the name, telephone numbers, and correct street address of the Owner of the Unit,

10 18 1 2 the Unit number and names and telephone numbers of all Occupants of the Unit other than the Owner, and

10 18 1 3 any other information regarding the Occupants of the Unit which shall be reasonably required by the Board

**10 18 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 Paragraph 1 1. Nothing in this Section shall preclude an Occupant from submitting the registration required by this Paragraph or the preceding Paragraph

**10 18 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 Section on a current basis

**10 18 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

**Section 10 19 Notice of Conveyance Required By Owner**

**10 19 1** The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf

**10 19 2** An Owner intending to sell a Unit shall deliver a written notice to the Board, at least two (2) weeks before closing, specifying the Unit being sold, the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest, and the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid Assessments and charges outstanding against the Unit, whether or not that information is requested. A violation of this Paragraph shall not invalidate a sale, transfer, or other conveyance of a Unit which is otherwise

valid under applicable law

10 19 3 Any Owner who sells, transfers, or otherwise voluntarily conveys his or her interest in a Unit shall notify the Board in writing of the name and address of the new Owner. The Association shall notify each insurance company that has issued an insurance policy under Article 21 of the name and address of the new Owner and request that the new Owner be made a named insured under each such policy. An Owner shall remain jointly and severally liable with the new Owner for any Assessments which come due after the transfer of interest and before the notice required in this Paragraph has been given, without prejudice to the grantor's right to recover from the grantee the amounts paid by the grantor for Assessments coming due after the date of transfer.

*E. Article 18 of the Declaration is hereby deleted in its entirety and the following new Article 18 is substituted in its place*

Article 18 COMPLIANCE WITH DECLARATION

Section 18 1 Strict Compliance Each Owner, Tenant, and other Occupant of 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 the 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 other Occupant 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.

Section 18 2 Failure to Insist on Strict Performance No Waiver The Board or Manager shall exercise its business judgment in determining what actions to take in the enforcement of the Governing Documents. 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 an 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.

Section 18 3 Hearing Board The Board, or other body or person ("Hearing Board") designated in the internal notice and hearing procedures required under RCW 64 34 304(1)(k) ("Due Process Procedures") to be set forth in the Bylaws or Rules and Regulations, is authorized and empowered, as provided in the Due Process Procedures, 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 or 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 in Article 17 for the collection of Assessments. The hearing shall be conducted as provided in the Due Process Procedures. If a Hearing Board other than the Board is designated in the Due Process Procedures, any party to a matter heard by the Hearing

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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

Section 18.4 Judicial Enforcement 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, including reasonable attorney's fees, incurred by the Association in connection with the proceedings before the Hearing Board, maintainable by the Association (acting through the Board on behalf of the Owners) Such failure shall further be sufficient grounds for the granting of injunctive relief in such an action and a showing of irreparable harm shall not be a prerequisite to issuance of such injunctive relief Nothing contained in the Governing Documents shall be deemed or construed as a waiver of the Association's right to bring an action as provided in this Section without first exhausting the Association's internal enforcement procedures in cases where the Board deems immediate legal action to be necessary or appropriate 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 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 attorneys' fees incurred in connection with the action, in addition to taxable costs permitted by law

Section 18.5 Enforcement Against Tenants If after notice and an opportunity to be heard as provided in Section 18.3, 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 ten (10) days' after the notice If the violation(s) is (are) not remedied within the ten (10) day period, or if the Tenant has been found to be in violation of the Governing Documents following notice and opportunity to be heard more than twice during the immediately preceding one (1) year period, then the 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, then 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 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 described in Article 17 of the Declaration Each and every Unit Owner does hereby automatically and irrevocably name, constitute, appoint and confirm the Association as his or her attorney-in-fact for the purposes described in this Section

Section 18.6 Recovery of Attorney's Fees and Costs In addition to any attorney's fees and costs recoverable in an action brought under Section 18.4 or 18.5, or awarded by the Hearing Board as provided in Section 18.3, the Association shall be entitled to recover any costs and reasonable attorney's fees incurred in connection with the enforcement of any provision in the Governing Documents, any Board decision, or any Hearing Board decision, whether or not the enforcement activities result in suit being commenced or prosecuted to judgment or a hearing before the Hearing Board being held In addition, the prevailing party shall be entitled to recover costs and reasonable attorney's fees on appeal and in the enforcement of a judgment, whether in the State of Washington or a sister state All such costs and attorney's fees shall constitute an Assessment

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F. 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 the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.

DATED this 29<sup>TH</sup> day of November 2001

THE POINT ON YARROW BAY OWNERS ASSOCIATION

By Charles Brown  
President

ATTEST: The above amendment was properly adopted

By Jay Pearson  
Secretary



STATE OF WASHINGTON )  
COUNTY OF KING ) ss

On this 29<sup>TH</sup> day of November 2001, personally appeared before me, Charles H Brown and Jay H Pearson, known to me to be the President and Secretary of The Point On Yarrow Bay Owners Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument

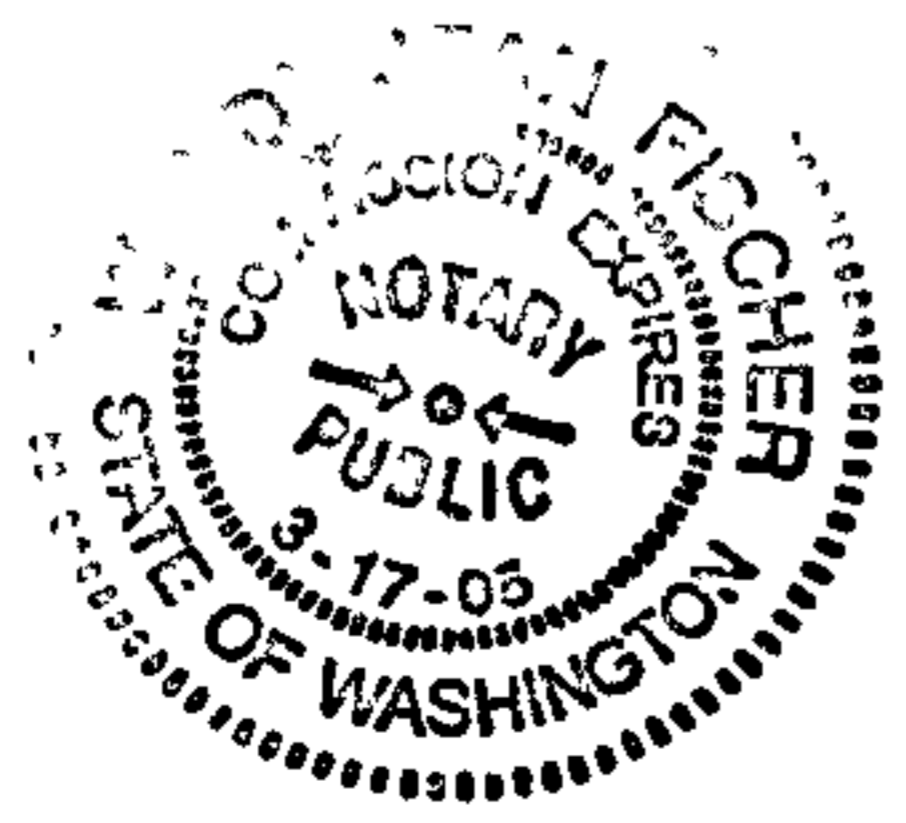
DATED this 29 day of November 2001

Wendy-Jean Fischer (signed)

Wendy-Jean Fischer (print name)  
Notary Public in and for the State of Washington,

residing at Granite Falls, WA

My commission expires 3-17-05



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