

Foster Pepper & Shofelnan PLLC
Attention: Gary N. Ackerman
1111 Third Avenue, Suite 3400
Seattle, Washington 98101-3299

SECOND AMENDMENT TO DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR HERITAGE
A CONDOMINIUM

Grantor/Declarant: HERITAGE CONDOMINIUM OWNERS ASSOCIATION
Additional names on pg. N/A

Grantee: HERITAGE, A CONDOMINIUM
Additional names on pg. N/A

Legal Description: CONDOMINIUM CREATED UNDER DECLARATION RECORDED
UNDER KING COUNTY RECORDER'S NO. 9401271305, AS
AMENDED
Official legal description Same

Assessor's Tax Parcel ID#: 3259450010 - 3259451120

Reference # (if applicable): N/A
Additional numbers on pg. N/A

FILED BY PNWT

W 5319-NN

DEPARTMENT OF ASSESSMENTS
Examined and approved this 22nd day of
April, 1999
Scott Noble
Assessor
Debra Clark
Deputy Assessor

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10.00

59045-2058 12:16:00 PM KING COUNTY RECORDER 003 AB

**SECOND AMENDMENT TO DECLARATION
AND
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS
FOR HERITAGE
A CONDOMINIUM**

The undersigned officer of Heritage Condominium Owners Association certifies that the amendment set forth below to the Declaration and Covenants, Conditions, Restrictions and Reservations for Heritage, a condominium recorded under King County Recorder's No. 9401271305, as amended by First Amendment thereto recorded under King County Recorder's No. 9508231317 (the "Declaration"), was duly adopted with the vote or agreement of Owners to which at least 67% of the votes in the Association are allocated in order to amend the leasing provisions of the Declaration.

Section 11.13 of the Declaration is amended in its entirety to read as follows:

Any lease or rental agreement must provide that its terms shall be subject in all respects to the provisions of the Declaration, the Bylaws, and rules and regulations of the Association and that any failure by the tenant to comply with the terms of such documents, rules, and regulations shall be a default under the lease or rental agreement. If any lease under this Section does not contain the foregoing provisions, such provisions shall nevertheless be deemed to be part of the lease and binding upon the Owner and the tenant by reason of their being stated in this Declaration. The Board may adopt a rule that requires any Owner desiring to rent a Unit to have any prospective tenant screened, at the Owner's cost, by a tenant screening service designated or approved by the Board, and to furnish the report of the tenant screening service to the Board or its designee prior to Owner's entering into a lease with the prospective tenant. All leases and rental agreements shall be in writing. Copies of all leases and rental agreements shall be delivered to the Association before the tenancy commences. If any lessee or occupant of a Unit violates or permits the violation by his guests and invitees of any provisions hereof or of the Bylaws or of the rules and regulations 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 shall have the authority, on behalf and the expense of the Owner, to evict the tenant or occupant if the Owner fails to do so after notice from the Board. The Board 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 attorney fees, which may

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be collected and foreclosed by the Association in the same manner as Assessments are collected and foreclosed. Other than as stated in this Section, there is no restriction on the right of any Owner to lease or otherwise rent his Unit.

Dated 4/20/, 1999.

HERITAGE CONDOMINIUM OWNERS ASSOCIATION

By William F. Groff
Its President

STATE OF WASHINGTON
COUNTY OF KING

ss.

I certify that I know or have satisfactory evidence that WILLIAM F. GROFF is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that said person was authorized to execute the instrument and acknowledged it as the PRESIDENT of HERITAGE CONDOMINIUM OWNERS ASSOCIATION, to be the free and voluntary act of such corporation for the uses and purposes mentioned in the instrument.

Dated this 20 day of APRIL 1999

[Signature]
(Signature of Notary)
Edla M. Grant
(Legibly Print or Stamp Name of Notary)

Notary public in and for the state of Washington,
residing at TACOMA

My appointment expires 11-29-99



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