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**SECOND AMENDMENT TO DECLARATION OF
RAVENNA WOODS, A CONDOMINIUM**

GRANTOR: RAVENNA WOODS CONDOMINIUM ASSOCIATION

GRANTEE: RAVENNA WOODS, A CONDOMINIUM

LEGAL DESCRIPTION: RAVENNA WOODS, A CONDOMINIUM, ACCORDING TO
THE DECLARATION THEREOF RECORDED UNDER
KING COUNTY RECORDING NO. 198106110804, AND
THE SURVEY MAPS AND PLANS RECORDED UNDER
KING COUNTY RECORDING NO. 198006030548, IN
RECORDS OF KING COUNTY, WASHINGTON

ASSESSOR'S PROPERTY TAX PARCEL: 7181200000 (MASTER NUMBER)

REFERENCE #: 198106110804

DEPARTMENT OF ASSESSMENTS
Examined and approved this 12th day of

May, 2016
John Wilson

Assessor

Russell Scheidehn
Deputy Assessor

SECOND AMENDMENT TO DECLARATION OF RAVENNA WOODS, A CONDOMINIUM

THIS AMENDMENT to the Declaration of the above-named Condominium is made as of this 14TH day of APRIL, 2016.

RECITALS

The Declaration of Condominium for Ravenna Woods, A Condominium (hereinafter, the "Declaration") was recorded on June 11, 1981, under Recording No. 198106110804, in the records of King County, State of Washington, together with the Survey Map and Plans recorded under Recording No. 198006030548, in the records of King County, State of Washington.

The Declaration was amended by Amendment to Declaration of Ravenna Woods, A Condominium, recorded on March 2, 1995, under Recording No. 199503101069, in the records of King County, State of Washington.

Ravenna Woods Condominium Association desires to amend the Declaration to create a rental cap.

Pursuant to Article 24 of the Declaration, a majority of the Board of Directors approved this amendment and after proper notice was duly given to all owners, the owners voted on this Amendment on November 23, 2015, and 71.79% of the votes in the Association approved this Amendment.

To accomplish the foregoing purpose, the undersigned President of the Ravenna Woods Condominium Association does hereby declare and adopt the following Amendment to the Declaration:

AMENDMENT

Paragraph 2 of Article 9 is removed in its entirety. Added to Article 9 are the following:

A. Article 9, Section 1 - Leasing:

9.1.1 Definitions. The following definitions apply to Sections 9.1 – 9.4 and Section 12(k):

9.1.1(a) Assessment means all sums taxable or chargeable by the Association against an apartment, including, without limitation: (a) general

and special assessments for common expenses, charges, and fines imposed by the Association; (b) interest and late charges accrued on any delinquent account; and (c) costs of collection, including any reasonable attorneys' fees, incurred by the Association or agent thereof in connection with the collection of a delinquent owner's account. This provision shall comply with all terms of Article 12.

9.1.1(b) 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 from time to time.

9.1.1(c) Lease when used as a noun means any rental agreement or other writing executed by both the owner and Tenant that memorializes the terms of the Leasing of an apartment. When used as a verb, the term "Lease" shall have the same meaning as "Leasing".

9.1.1(d) Occupant means anyone who occupies an apartment as a primary residence or who stays overnight in any apartment more than sixty (60) days per calendar year.

9.1.1(e) Related Party means a person who has been certified in a written document filed by an owner with the Association to be: the Spouse, parent, parent-in-law, sibling, sibling-in-law, parent's sibling, or a natural person who is the lineal descendant or ancestor of the owner; 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.

9.1.1(f) Renting or Leasing 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), and the occupancy of an apartment solely by a person or persons other than its owner, whether or not rent is paid; but shall 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 solely by a Related Party or by any person who resides in an apartment with its owner, whether or not rent is charged. As used in the Declaration the terms "to rent," "rental" or "renting" may be used interchangeably with the term "Leasing."

9.1.1(g) Spouse means a partner in a marital union, partner in a civil union, or registered domestic partner.

9.1.1(h) Tenant means and includes a lessee, renter or other non-owner Occupant of an apartment that is not occupied by its owner. For the purposes of the Declaration, the term Tenant shall not include a Related Party.

9.2 Leasing of Apartments. The Leasing of an apartment shall be governed by the provisions of the Declaration, including, without limitation, this Sections 9.1 – 9.4.

9.2.1 Leasing Defined and Regulated. The Leasing of an apartment shall be governed by the provisions of the Declaration, including without limitation Section 9.2. As used in the Declaration the terms “to Lease,” “Leasing,” or “Leased Apartment” shall mean and include the granting of a right to use or occupy 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), and the occupancy of an apartment solely by a person or persons other than its owner, whether or not rent is paid; but shall 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 solely by a Related Party or by any person who resides in an apartment with its owner, whether or not rent is charged. As used in the Declaration the terms “to rent,” “rental” or “renting” may be used interchangeably with the term “Leasing.”

Notwithstanding anything herein to the contrary, this Section shall not be applicable to the Lease of an apartment acquired by the Association in lieu of foreclosure, or following a foreclosure of the Association’s lien for Assessments, or 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.

9.2.2 Minimum Lease Term Required. Every Lease shall be for an initial fixed term of not less than one (1) year. Following this initial Lease term, Leasing by the same Tenant(s) may continue for lesser terms provided that the owner and Tenant are in compliance with Sections 9.1 – 9.4. No owner shall be permitted to lease his/her apartment for transient or hotel purposes.

9.2.3 Lease Requirements. No Leasing 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). A signed copy of each Lease shall be provided to the Board or its designated agent by the owner after it has been executed by the owner and Tenant(s).

9.2.4 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 the Governing Documents by reference. A default by the Tenant in complying with the Governing Documents shall constitute a default under the Lease.

9.2.5 Governing Documents. The owner shall provide a copy of the Governing Documents to the Tenant as part of the Lease. The Board may

require the owner to provide a signed statement from the Tenant that the Tenant has received and read the Governing Documents, and will abide by the same.

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

9.2.7 Subletting Not Permitted. No Tenant may sublease an apartment or any part of an apartment (e.g., a room). Tenants who wish to add another Occupant to a current Lease must have prior approval from the owner. If the Lease is amended, the owner shall provide a signed copy of the amended Lease to the Board or its designated agent together with any other information and fees required by Sections 9.1 – 9.4.

9.2.8 Lease Ceiling Set. Except as otherwise provided in Sections 9.1 – 9.4, the maximum number of Leased Apartments in the Condominium at any one time shall not exceed twelve (12) apartments. This shall be referred to hereafter as the Lease Ceiling.

9.2.9 Effect of Lease Ceiling. If an owner wishes to Lease an apartment but is prohibited from doing so because of the Lease Ceiling, the Board, on behalf of the Association, shall place the owner's name on the Lease Waiting List provided for in Section 9.2.11. This Section is subject to the Hardship Exception of Section 9.2.12.

9.2.10 Pre-Existing Leased Apartments. On the date this Amendment is recorded, there may be existing apartments under Lease. Owners of currently Leased apartments shall provide a copy of the Lease for that apartment within thirty (30) days of the notice that this Amendment has been recorded. Owners of Leased apartments that provide Leases in accordance with this Section shall be considered "Pre-Existing Leased Apartments." The owner of a Pre-Existing Leased Apartment shall be entitled to continue Leasing that apartment for as long as he or she holds title to that apartment **or** five (5) years from the date this Amendment is recorded, the first of which occurs. An apartment shall cease to be a Pre-Existing Leased Apartment and shall be treated like every other apartment at the Condominium for purposes of this Section when title to the apartment transfers or the apartment becomes an owner-occupied apartment again, if under five (5) years from the date this Amendment is recorded. Aside from the Lease Ceiling and its related provisions, Pre-Existing Leased Apartments are subject to the other provisions of Sections 9.1 – 9.4 unless otherwise stated.

9.2.11 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 (the "Lease Waiting List"). The Lease Waiting List shall include all such owners who have applied to Lease their apartments when the number of

applications is equal to or exceeds the Lease Ceiling and the owners' names shall be in the order of the date of application.

If the number of apartments Leased is below the Lease Ceiling, the Board or its designated agent will notify, in writing, the first 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, provided that the owner is otherwise entitled to Lease pursuant to Section 9.1 – 9.4.

If the owner does not intend to Lease the apartment at that time, the owner shall notify the Board within ten (10) days of receiving the written notification described above. If the owner does not Lease the apartment within sixty (60) days of the written notification, the owner's name will be placed at the end of the Lease Waiting List and the next owner in line shall have the opportunity to Lease his or her apartment.

9.2.12 Hardship Exception. Where, on written application from an owner, the Board determines that a hardship exists whereby that owner would suffer serious harm by virtue of the limitation on Leasing contained in this Section, the Board may, in its discretion, upon written request by the owner, grant an owner a waiver of the Lease Ceiling for a period of time determined by the Board (the "Hardship Exception"). A Hardship Exception shall not exceed one (1) year, with the possibility of renewal upon request by the owner. The Board may also grant a Hardship Exception or subsequent renewal if the Board determines that doing so is in the best interests of the Association. The Board may also grant the owner a Hardship Exception to lease their apartment for a term of less than a one-year. The Board, in its sole discretion, may impose additional restrictions or conditions upon said Leasing that it deems reasonable and necessary to protect the best interests of the Association.

An apartment Leased under a Hardship Exception granted by the Board shall not be counted as a non-owner occupied apartment if the Lease of this apartment would cause the number of non-owner occupied apartments to exceed the Lease Ceiling.

9.2.13 No Limitations on Mortgagees. The Board on behalf of the Association shall not prohibit a mortgagee, institutional holder or loan servicer from Leasing an apartment following default on a mortgage or deed of trust (or foreclosure of the same) merely because the Lease would cause the number of Leased Apartments to exceed the Lease Ceiling.

9.2.14 Insurance Carried by Owners. Owners who Lease their apartments shall obtain and maintain insurance covering liability and losses for property occupied by a non-owner, for example, Landlord and Rental Property insurance. Owners, at their discretion, may require Tenants to obtain Renters insurance.

9.2.15 Lease Termination. 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 notify the Board of his or her intention to Lease the apartment to a new Tenant and shall provide such information and documentation as required under Section 9.2.

If there is a Lease Waiting List and the owner is unable to Lease the apartment to a new Tenant within sixty (60) days of the expiration and non-renewal or termination of a Lease, the owner shall automatically forfeit the opportunity to Lease the apartment and the owner's name shall be placed at the end of the Lease Waiting List. Owners of Pre-Existing Apartments shall provide the written notice required by this Section, but shall not otherwise be subject to this Section.

9.2.16 Renewal of Leases. An owner shall not be entitled to renew a Lease with a Tenant if: the owner has not complied with the procedural requirements of Sections 9.1 – 9.4 and has been so advised in writing by the Association; **or** the conduct of the Tenant has 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.

9.2.17 Association's Right to Evict and Levy Fines. Each owner who Leases an apartment shall have the responsibility to ensure compliance by their Tenant with the Governing Documents, and with any laws of the State of Washington or the United States of America. An owner may be assessed fines by the Association in accordance with Rules and Regulations 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 owner, the Association shall have the power and authority to evict the Tenant if the owner fails to do so within a reasonable period of time. The Association shall not be liable in any way to the owner or Tenant for any exercise of its right to evict. The 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.

9.2.18 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 Rental activities. Such fees shall be

collectible at the time of execution of the Lease as an Assessment against the apartment which is Leased and its owner.

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

9.2.20 Rent Paid to Association. The Board may collect rent directly from the Tenant as provided in Section 12(k). If a Tenant fails or refuses to pay rent to the Association in accordance with this Section, the Association shall have the right to pursue an unlawful detainer action and to collect reasonable attorneys' fees and costs for such action from the owner.

9.3 Move In/Move Out Fees. The Board, on behalf of the Association, is authorized to charge fees in the amount of one third (1/3rd) of the individual apartment's monthly Assessment for Common Expenses in connection with moving in or moving out activities of any Occupant and for maintaining Occupant information, in order to defray the added administrative costs of and potential damage or wear and tear on the common areas caused by such activities. Such fees shall be collectible as an Assessment against the apartment and its owner and will be subject to all applicable penalties, late fees and interest if not paid on time.

9.4 Registration of Occupants. All Occupants of non-owner occupied apartments must be registered with the Association within thirty (30) days of the effective date 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:

- (a) The name, telephone numbers, and correct street address of the owner of the apartment.
- (b) The name and telephone numbers of all Occupants of the apartment; **and**
- (c) Any other information regarding the Occupants of the apartment that may be reasonably requested by the Board.

9.4.1 Updating Registration Information. All owners shall advise the Board or its designated agent of any changes in the registration information, including the addition or removal of Occupants, required to be provided in this Section within five (5) business days of that change.

9.4.2 Notice of Moving Date. All owners shall notify the Board or its designated agent at least five (5) business days prior the date on which they expect Occupants to move into or out of an apartment. Nothing in this Section shall preclude an Occupant from submitting the information required by this Section and the immediately preceding Section 9.2.1.

B. Section 12(k) is added to Article 12:

Section 12(k) Rental Apartments. If an apartment is rented by its owner, the Board may collect and the Tenant or lessee shall pay over to the Board so much of the rent for such apartment as is required to pay any amounts due the Board hereunder, plus interest and costs, if the sums are in default over thirty (30) days. The Tenant shall not have the right to question payment over to the Board, and such payment will discharge the Tenant's duty of payment to the owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the owner for Assessments under this Declaration. The Board shall not exercise this power where a receiver has been appointed with respect to the apartment or its owner or in diminishment of any rights which a mortgagee of such apartment may have with respect to such rents.

Except as modified and amended hereby, the Declaration shall remain in full force and effect. This Amendment shall take effect upon recording. The terms of this Amendment shall control over and implicitly amend any inconsistent provision of the Declaration or Bylaws of the Association.

DATED AND ATTESTED this 14TH day of APRIL, 2016.

RAVENNA WOODS CONDOMINIUM ASSOCIATION

By: Margaret Longeway
_____, President

STATE OF WASHINGTON)
) ss.:
COUNTY OF King)

On this 14th day of April, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Margaret Longeway and _____ to me known to be the President of the RAVENNA WOODS CONDOMINIUM ASSOCIATION that executed the within and foregoing instrument, and acknowledged that 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 on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Linda K McClure
Linda K McClure (Print name)

Notary Public in and for the State of
Washington, residing at Shoreline
My commission expires: 5-17-18

