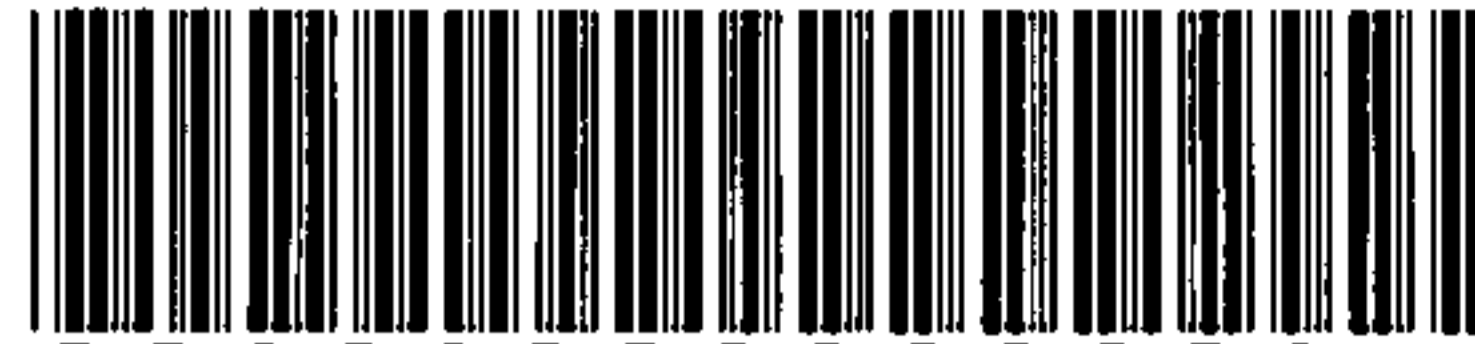


After Recording Mail To:

Jennifer R. Hill
 Hanis Irvine Prothero, PLLC.
 6703 S. 234th Street, Ste. 300
 Kent, WA 98032



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HANIS IRVINE P AMDCN 78.00
 PAGE-001 OF 006
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 KING COUNTY, WA

DOCUMENT TITLE:	FIRST AMENDMENT TO DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR WESTRIDGE TOWNHOMES, A CONDOMINIUM
GRANTOR:	WESTRIDGE TOWNHOMES OWNERS ASSOCIATION
GRANTEE:	WESTRIDGE TOWNHOMES CONDOMINIUM
ABBREVIATED LEGAL DESCRIPTION:	WESTRIDGE TOWNHOMES CONDOMINIUM, AS DESCRIBED IN THE DECLARATION RECORDED IN KING COUNTY, WASHINGTON UNDER RECORDING NUMBER 8407170554, AS THEREAFTER AMENDED, AND THE SURVEY MAP AND PLANS RECORDED UNDER KING COUNTY RECORDING NO. 8407170553.
ASSESSOR'S PROPERTY TAX PARCEL NUMBER:	931600-0000 (MASTER NUMBER)
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	8407170554

DEPARTMENT OF ASSESSMENTS
 Examined and approved this 18th day of

October, 2016

John Wilson
 Assessor

Russell A. Schell
 Deputy Assessor

**FIRST AMENDMENT TO DECLARATION FOR
WESTRIDGE TOWNHOMES CONDOMINIUM**

RECITALS

A Condominium Declaration submitting real estate to the Washington Horizontal Property Regimes Act (Revised Code of Washington, Chapter 64.32), entitled Declaration and Covenants, Conditions, Restrictions and Reservations for Westridge Townhomes, A Condominium, was recorded on July 17, 1984 under recording number 8407170554 in King County, Washington, (hereinafter, the "Original Declaration,"), together with Survey Map and Plans filed with the Recorder of King County, Washington, under Recording Number 8407170553, in Volume 71 of Condominiums, pages 10 through 13.

Westridge Townhomes Owners Association (the "Association") desires to amend the Declaration to adopt provisions to allow the Association to borrow funds.

Pursuant to Section 28.1 of the Original Declaration, the Board of Directors submitted this amendment to the Owners for a vote. Owners holding not less than sixty-seven percent (67%) of the votes in the Association, and not less than sixty percent (60%) of the owners, voted to approve this amendment in accordance with Section 28.2.1 of the Original Declaration.

Pursuant to Section 28.2.1 of the Original Declaration, the Association has obtained the consent of eligible holders holding mortgages on Units having at least fifty-one percent (51%) of the voting power of all units subject to eligible holder mortgages have approved this amendment.

To accomplish the foregoing purpose, the undersigned President and Secretary of the Westridge Townhomes Owners Association do hereby certify that the requirements of the Original Declaration have been complied with and therefore declare and adopt the following Amendment to the Declaration:

**FIRST AMENDMENT TO DECLARATION FOR
WESTRIDGE TOWNHOMES CONDOMINIUM**

A. The following subsections are added to Article 17 of the Original Declaration:

17.7 Borrowing by Association.

17.7.1 Excepted as limited by this Declaration or by law, the Association, acting through its Board of Directors, shall have the power to assign its right to future income, including the right to receive assessments.

17.7.2 In the discharge of its duties and the exercise of its powers, but subject to an limitations set forth in the Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, may levy a special Assessment (hereinafter referred to as the "Loan Special Assessment") against each Unit (and the Owner thereof) for said Unit's pro rata share of said borrowed funds, as determined by the percentage of interest enumerated in the Declaration, together with interest payable thereon. The obligation to pay the Loan Special Assessment shall be a lien against said Unit and the undivided interest in the Common Areas appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the percentage of interest in the Common Areas appurtenant to such Unit from the lien of the Loan Special Assessment by payment of the percentage of interest amount attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the percentage of interest in the Common Areas appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the Association from proceeding to enforce its rights against any Unit and the percentage of interest in the Common Areas appurtenant thereto not so paid, satisfied or discharged.

The Board, at its discretion, may determine the terms of repayment of any Loan Special Assessment levied in accordance with this Section, including but not limited to, the date(s) on which the Loan Special Assessment must be paid and the effect of any prepayment of part or all of the Loan Special Assessment.

B. Article 19, Section 19.1 shall be deleted in its entirety and replaced with Section 19.1 and Subsections 19.1.1 and 19.1.2 as follows:

19.1 Assessments are a Lien; Priority. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any unit and any sums specially assessed to any unit under any authority of this Declaration or the Bylaws (together with interest, late charges, costs and attorneys' fees in the event of delinquency) shall constitute a continuing lien on the unit and all its appurtenances from the date of the assessment became due until fully paid.

19.1.1 The lien for such unpaid assessments shall be prior to all other liens, except: (1) liens and encumbrances recorded before the recording of the Declaration; (b) a mortgage on the unit recorded before the date on which the assessment sought to be enforced became delinquent; and (c) liens for real property taxes and other governmental assessments or charges against the Unit.

19.1.2 The lien shall also be prior the mortgages specified in this Section for common expenses, excluding any amounts for capital improvements, based upon the periodic budget adopted by the Association, which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure of a mortgage by either the Association or a mortgagee, or the date of a trustee's sale in a nonjudicial foreclosure of a mortgagee, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract. The six month priority shall apply to existing mortgagees who approve the proposed amendment and to all mortgages recorded after the date of recording of this Declaration amendment.

19.1.3 The priority of the Association's lien against units encumbered by a mortgage held by an eligible holder, as defined by Article 1, Section 1.1.10, or a first mortgagee of record who has give the Association a written request for notice of delinquent Assessments pursuant to Article 15, Section 15.2 shall be reduced by up to three months if and to the extent that such lien priority includes any delinquencies which relate to a period after such holder becomes an eligible holder or has given such notice and before the Association gives the holder a written notice of the delinquency.

19.1.4 Except as provided in Section 19.1 of this Article, the holder of a mortgage or other purchaser of a unit who obtains the right of possession of the unit through foreclosure shall not be liable for assessments or installments thereof that became due prior to such right of possession, but shall be liable for the common expenses and assessments that accrue after obtaining the right of possession. Unpaid assessments that became due prior to such right of possession shall be deemed to be common expenses collectible from all the unit owners, including such mortgagee or other purchaser of the unit. Foreclosure of a mortgage does not relieve the prior owner of personal liability for assessments accruing against the unit prior to the date of such sale.

C. Article 19, Section 19.6 shall be deleted in its entirety.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Condominium Declaration for Westridge Townhomes Condominium 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.

IN WITNESS WHEREOF, this Amendment has been adopted and executed.

[Signature]
President of the Association

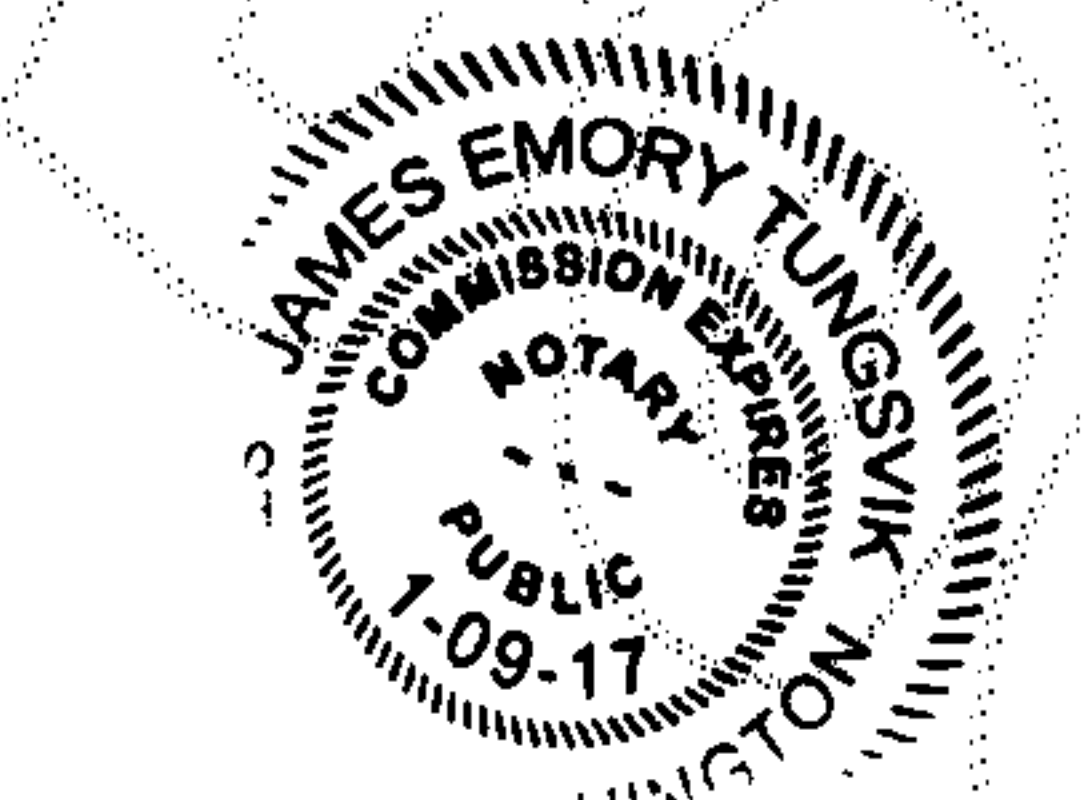
Date: 10/10/2016

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 10th day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared DAVID ROSS, to me known to be the President of the Westridge Townhomes Owners Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

[Signature]
Print Name: JAMES EMORY TUNGSIK
NOTARY PUBLIC in and for the State of Washington.



Amendment

ATTESTATION OF SECRETARY

The undersigned, as Secretary of the Association, certifies and attests to the fact that this Amendment to the Declaration was properly adopted and approved by the affirmative approval and agreement, pursuant to Article 28 of the Declaration, and its terms are effective as of the date of recording of this instrument.

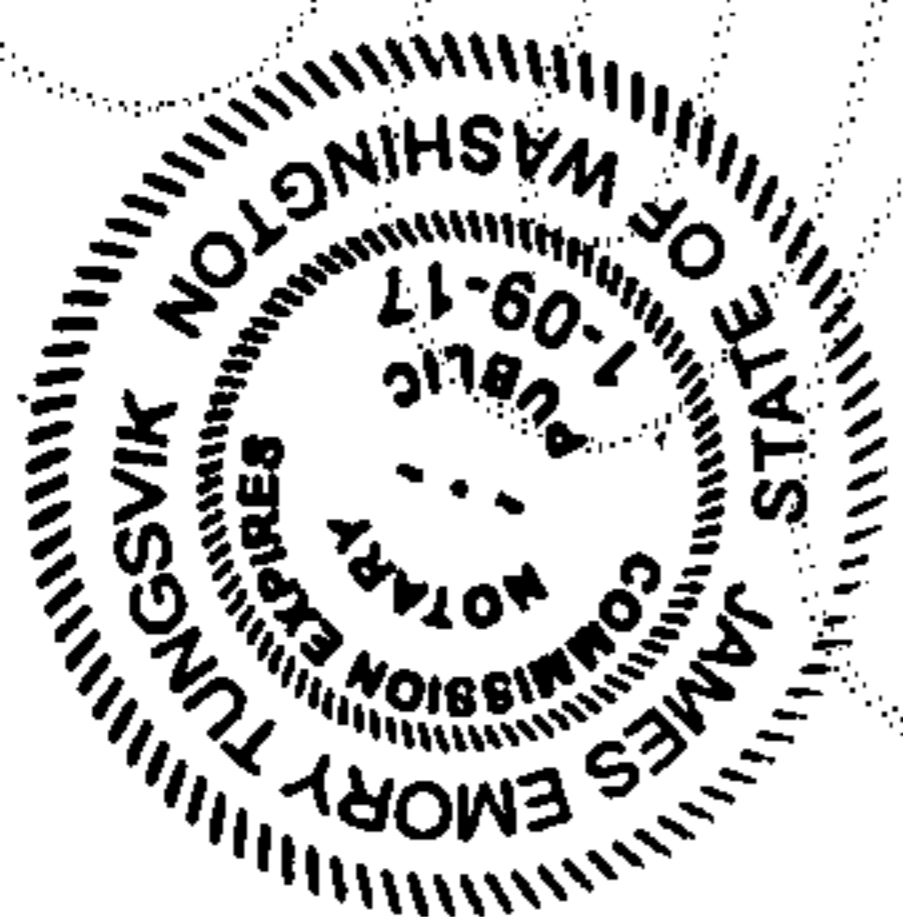
Dated: 10-10, 2016.

Joan Capp
Secretary of the Association

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 10th day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Joan Capp, to me known to be the Secretary of the Westridge Townhomes Owners Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated he/she is authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.



James Emory Tungvik
Print Name: JAMES EMORY TUNGVIK
NOTARY PUBLIC in and for the State of
Washington.