

FILED FOR RECORD AT THE REQUEST OF:  
Law Offices of James L. Strichartz  
201 Queen Anne Avenue North #400  
Seattle, WA 98109



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08/27/2008 14:25  
KING COUNTY, WA

AMENDMENT TO  
DECLARATION FOR  
THE BRADFORD COURT CONDOMINIUM

**Grantor:** The Bradford Condominiums Owners' Association  
**Grantee:** N/A  
**Legal Description:** The Bradford Court Condominium according to Declaration recorded in King County, Washington under Recording No. 9304200484, as thereafter amended of record.  
**Tax Parcel ID:** 102990 (Master Number)

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DEPARTMENT OF ASSESSMENTS  
Examined and approved this 21<sup>st</sup> day of  
August 2008  
Assessor  
Deputy Assessor

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 201 Queen Anne Avenue North, Suite 400  
 Seattle, WA 98109

**AMENDMENT TO  
 DECLARATION FOR  
 THE BRADFORD COURT 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 DECLARATION FOR THE BRADFORD COURT CONDOMINIUMS, was recorded on April 20, 1993, under Recording No. 9304200484, in the records of King County, State of Washington, together with the Survey Map and Plans recorded in Volume 113 Condominiums, at pages 90 through 98, inclusive, under Recording No. 9304200483, 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 June 21, 1993, under Recording No. 9306211431, on September 23, 1993, under Recording No. 9309231115, and on November 17, 1993, under Recording No. 9311170823; and

WHEREAS, pursuant to Section 17.1 of the Declaration, at a meeting duly called and held on the 29 day of June, 2008, not less than a majority of the Board of Directors of The Bradford Condominiums Owners' Association have voted to submit this Amendment to Declaration to the owners for their approval; and

WHEREAS, pursuant to Sections 17.2.3 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, not less than Sixty-Seven percent (67%) of the Unit Owners have consented in writing to amend the Declaration as hereinafter set forth; and

WHEREAS, pursuant to 17.2.1 of the Declaration, after 30 notice to all of the Eligible Mortgagees duly given by certified mail, return receipt requested, 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 Bradford Condominiums Owners' Association certify the Declaration to have been amended in the following particulars:

**A. Paragraph 2.1.3 of the Declaration is hereby deleted in its entirety and the following new Paragraph 2.1.3 is substituted in its place:**

2.1.3 "Assessment" means all sums chargeable by the Association against a Unit and its Owner, including without limitation regular and special Assessments, fines imposed by the

Association, interest and late charges on any delinquent account, costs of collection, including reasonable attorney's fees, incurred by the Association in connection with the collection of a delinquent Owner's account, costs and attorney's fees incurred by the Association in connection with the enforcement of the Governing Documents, and all other sums payable by an Owner to the Association as provided in the Governing Documents, unless the context clearly indicates otherwise.

**B. The following new Paragraphs 2.1.36 through 2.1.39 are added to the Declaration:**

2.1.36 "Governing Documents" means the Declaration, the Articles of Incorporation, if any, 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.

2.1.37 "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.

2.1.38 "Related Party" means a person who has been certified in a written document filed by a Unit 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 or the lineal descendant or ancestor of any of the foregoing persons, the officer, director or employee of any Owner which is a corporation, the trustee or beneficiary of any Owner which is a trust, or the partner or employee of any Owner which is a partnership.

2.1.39 "Tenant" means and includes a tenant, lessee, renter or other non-Owner Occupant of a Unit that is not occupied by its Owner. For the purposes of the Declaration, the term Tenant shall not include a Related Party.

**C. Section 7.13 of the Declaration is hereby deleted in its entirety and the following new Section 7.13 is substituted in its place:**

7.13 Entry to Units and Limited Common Elements. The Board and its agents, contractors and employees may enter any Unit or Limited Common Element when reasonably necessary or advisable in connection with the exercise of any power granted to, or the performance of any duty which is the responsibility of the Board under the Declaration, including any inspection, maintenance, operation, repair, construction or reconstruction for which the Board is responsible, to do any work that an Owner has failed to perform, to prevent damage to the Elements or to another Unit, or if an emergency occurs. Except in cases of emergency that preclude advance notice, the Board shall cause the Unit Owner and Occupant to be given written notice of entry into a Unit or a Limited Common Element accessible only through a Unit as far in advance as is reasonably practicable. Entry shall be made with as little inconvenience to the Owner as practicable. Any damage caused by the entry of the Unit shall be repaired by the Board out of common funds if the entry was due to an emergency (unless the emergency was caused by the Owner or Occupant of the Unit entered, in which case the cost shall be specially assessed to the Unit entered) or for the purpose of maintenance or repairs to the Common Elements where the repairs were undertaken by or under the direction of the Board. If the inspection,

repairs or maintenance were necessitated by or for the Unit entered or its Owner or Occupants, or the Owner of the Unit has failed or refused to perform the inspection, maintenance or repair within a reasonable time after written notice of the necessity of the inspection, maintenance or repair has been given to the Owner, the costs of the inspection, repairs or maintenance and of the entry shall be specially assessed to the Unit, shall be a lien upon the Unit and upon any appurtenant Elements, and shall be collectable as are other Assessments.

***D. The following new Sections 7.14 and 7.15 are added to the Declaration:***

7.14 Liability for Damages and Misconduct. Notwithstanding any other provision of this Declaration, except to the extent covered by insurance obtained by the Association, 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 of or 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 sums due from any Owner pursuant to this Section 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.

7.15 Inspection, Repair and Replacement of High Risk Components. Notwithstanding the provisions of this Declaration, the Board may, from time to time, after notice and an opportunity for owners to comment, determine that certain portions of the Units required to be maintained by the Unit Owners, or certain objects or appliances within the Units, pose a particular risk of damage to other Units and to the Common Elements if they are not properly inspected, maintained, repaired or replaced. By way of example, but not of limitation, these portions, objects or appliances might include, smoke detectors, and water heaters. Those items determined by the Board to pose such a particular risk are referred to as "High Risk Components."

7.15.1 At the same time that it designates a "High Risk Component" or at a later time the Board, after notice and an opportunity for owners to comment, may require one or more of the following with regard to the High Risk Component:

7.15.1.1 That it be inspected at specified intervals by the Association or an inspector or inspectors designated by the Association.

7.15.1.2 That it be maintained, repaired or replaced at specified intervals, or with reference to manufacturers' warranties, whether or not the individual component is deteriorated or defective.

7.15.1.3 That it be maintained, repaired or replaced by the Association and the cost be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectable as are other Assessments.

7.15.1.4 That it be replaced or repaired with items or components meeting particular standards or specifications established by the Board.

7.15.1.5 That when it is repaired or replaced, the installation include additional components or installations specified by the Board.

7.15.1.6 That it be replaced or repaired by contractors having particular licenses, training or professional certification or by contractors approved by the Association.

7.15.1.7 If the replacement or repair is completed by an Owner, that it be inspected by a person designated by the Association.

7.15.2 The imposition of requirements by the Board under Paragraph 7.15.1 shall not relieve an Owner of his or her obligations under Section 7.11 of the Declaration, including, but not limited to, the obligation to perform and pay for repairs, maintenance, and replacement.

7.15.3 If any Unit Owner fails to repair, maintain or replace a High Risk Component in accordance with the requirements established by the Board under this Section 7.15, the Association may, in addition to any other rights and powers granted to it under the Governing Documents and the Act:

7.15.3.1 Enter the Unit in accordance with 7.13, and inspect, repair, maintain or replace the High Risk Component, and in such event and the cost thereof shall be specially assessed to the Unit Owner as a common expense attributable to the Unit, shall be a lien upon the Unit and upon any appurtenant Common Elements, and shall be collectable as are other Assessments; and

7.15.3.2 Exercise any and all other enforcement remedies available to the Association under the Governing Documents and the Act.

***F. Section 14.7 of the Declaration is hereby deleted in its entirety and the following new Section 14.7 is substituted in its place:***

14.7 Unit Owner Policies. Each Owner shall, at his or her own expense, obtain additional insurance ("Owner's Individual Insurance") respecting his or her Unit as contemplated under R.C.W. 64.34.352. Owner's Individual Insurance coverage shall be written on a condominium unit owners policy form, and must include personal liability coverage with limits of at least Three Hundred Thousand Dollars (\$300,000) combined single limit bodily injury and property damage. A Tenant who is renting or leasing a Unit shall provide general liability renter's insurance in the same amounts and with the same terms as that required for Owner's Individual Insurance. The Board may, from time to time, adopt rules which set additional or greater requirements for Owner's Individual Insurance coverage, including the minimum amount of Building Coverage and Liability Coverage to be included and the maximum amount of the permissible deductible. Each Owner shall request its insurer to name

the Association as an additional insured on each Owner's individual insurance policy as to Building Coverage, and shall receive a minimum notice of cancellation or non-renewal of thirty (30) days. If the coverage required under this Section is not reasonably available, the Owner shall provide proof of that unavailability to the Board. Neither the Association, nor the Board nor the Manager shall be liable for the failure of an Unit Owner to obtain and maintain the insurance coverage required under this Section. No Owner shall be entitled to exercise his or her right to maintain insurance coverage in any manner which would decrease the amount which the Board, or any trustee for the Board, on behalf of all the Owners, will realize under any insurance policy which the Board may have in force on the Condominium at any particular time. Each Owner is required and agrees to notify the Board of all improvements by the Owner to his or her Unit the value of which is in excess of Ten Thousand Dollars (\$10,000.00).

**G. *The following new Section 14.9 is added to the Declaration:***

14.9 Liability for Uninsured Amounts. Notwithstanding any other provision of this Declaration, including Article 14, and except to the extent that a lack of insurance results from the negligence or breach of a duty to insure of the Board:

14.9.1 Liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Unit Owner where the damage results from a negligent or intentional action or omission by an Owner, or that Owner's Tenant, or the family, servants, employees, agents, visitors or licensees of that Owner or Tenant, or from the failure of or failure to maintain any portion of the Condominium, including any appliance, equipment, or fixture in a Unit, which that Owner is responsible to maintain in good working order and condition.

14.9.2 Except as provided in Paragraph 14.9.1, and except where the damage is a result of the sole fault of the Association, the liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the Association shall be the responsibility of an individual Unit Owner where the damage involved is limited solely to damage to that Owner's Unit or the Limited Common Elements assigned to that Owner's Unit.

14.9.3 Except as provided in Paragraphs 14.9.1 and 14.9.2, and except where the damage is a result of the sole fault of the Association, liability for the amount of damage within the limits of any applicable insurance deductible on a policy of insurance issued to the Association shall be pro-rated between the Association and any involved Owners in proportion to the relative amounts of damage to the Elements and to each of the affected Units, including the Limited Elements assigned to such Unit or Units, where the damage involves both the Elements and/or one or more Units or the Limited Elements assigned to a Unit or Units.

**H. *Paragraph 15.4.1 of the Declaration is hereby deleted in its entirety and the following new Paragraph 15.4.1 is substituted in its place:***

15.4.1 Repair of Damage. The Board shall promptly repair the damage and use the available insurance proceeds therefor as provided for herein. The balance of the repair costs, if any,

shall be assessed to the Owners responsible for same, or paid as a Common Expense of the Association, or prorated between individual Owners and the Association, as provided in Section 14.9 of the Declaration.

***I. 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 13<sup>th</sup> day of August, 2008.

THE BRADFORD CONDOMINIUMS  
OWNERS' ASSOCIATION

By:   
President

ATTEST: The above amendment  
was properly adopted.


By:   
Secretary



STATE OF WASHINGTON )  
                                  ) ss.  
COUNTY OF KING )

C.G. On this 13<sup>th</sup> day of August, 2008, personally appeared before me, \_\_\_\_\_  
Cesar Amara Sandra <sup>Mat</sup> ~~ing~~ and Andrea Mangino, known to  
me to be the President and Secretary of The Bradford Condominiums 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 13<sup>th</sup> day of August, 2008.

 [Signed]  
Cesar Amara [Print Name]  
Notary Public in and for the State of  
Washington, residing at Seattle  
My commission expires: 08/09/11