

CONFORMED COPY

After Recording Mail To:

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DOCUMENT TITLE:	SIXTH AMENDMENT TO DECLARATION FOR DAYBREAK AT ISSAQUAH RIDGE, A CONDOMINIUM
GRANTOR:	DAYBREAK AT ISSAQUAH RIDGE OWNERS ASSOCIATION
GRANTEE:	DAYBREAK AT ISSAQUAH RIDGE, A CONDOMINIUM
ABBREVIATED LEGAL DESCRIPTION:	DAYBREAK AT ISSAQUAH RIDGE, A CONDOMINIUM, AS DESCRIBED IN THE DECLARATION RECORDED IN KING COUNTY, WASHINGTON UNDER RECORDING NUMBER 20010529000457, AS THEREAFTER AMENDED, AND THE SURVEY MAP AND PLANS RECORDED UNDER KING COUNTY RECORDING NO. 20010529000456.
ASSESSOR'S PROPERTY TAX PARCEL NUMBER:	192800-0000 (MASTER NUMBER)
REFERENCE NUMBERS OF DOCUMENTS ASSIGNED OR RELEASED OR RELATED DOCUMENTS:	20010529000457, 20010626002811, 20010723001872, 20041006000789, 20050601000987

DEPARTMENT OF ASSESSMENTS
Examined and approved this 23rd day of

November, 2015

Lloyd Hara

Assessor

Russell Scheidt

Deputy Assessor

COPY

**SIXTH AMENDMENT TO DECLARATION FOR
DAYBREAK AT ISSAQUAH RIDGE, A CONDOMINIUM**

A. Section 21.7 of the Original Declaration is hereby deleted in its entirety and replaced with the following new Section 21.7.

21.7 Owner's Additional Insurance. Each Owner must obtain and maintain additional insurance respecting his or her Unit at his or her own expense. The Owner's insurance policy must provide coverage for the Owner's Unit; shall provide building coverage for any damage to other Units and/or Common or Limited Common Elements arising or resulting from the Owner's negligence, carelessness, or intentional action and for additional circumstances described in Section 21.9; and shall provide Assessment coverage for the Association's property insurance deductible; however, no Owner shall be entitled to exercise his rights 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 of 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 hereby required to file a copy of such individual policy or policies with the Board within thirty (30) days after purchase or renewal of such insurance, and the Board may review its effect with the Board's insurance broker, agent or carrier. If a Unit Owner fails to obtain or maintain adequate insurance and damage occurs, any uninsured amounts, including the Association's insurance deductible, shall be the responsibility of that Unit Owner, assessed against the Owner's Unit.

Each Owner is required to 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 Five Thousand Dollars (\$5,000.00).

B. The following new Section 21.9 is added to Section 21 of the Original Declaration.

21.9 Liability for Uninsured Amounts, Deductibles.

21.9.1 Liability for costs of repair or replacement of damage to property which is uninsured or is subject to any applicable insurance deductible shall be the responsibility of the individual Unit Owner where: (a) the damage is limited solely to damage to the Owner's Unit or the Limited Common Elements assigned to the Unit; (b) the damage is the result of negligence, carelessness, or intentional action on the part of the Owner or their Tenant, or the family, employees, agents, visitors, or licensees of that Owner or their Tenant; or (c) the damage is caused by something within the control of or for which the Owner or their Tenant, or the family, employees, agents, visitors, or licensees of that Owner or their Tenant has the

maintenance and/or repair responsibility. In accordance with the preceding sentence, the amount of any Association or individual Unit Owner insurance deductible for an insured loss, or the repair or replacement costs of any uninsured loss, shall be paid first by the Owner responsible by act, negligence or carelessness for the damage; or by the Owner responsible for the control or maintenance of the item causing the damage to or destruction of the property.

For example, items that Unit Owners are responsible for maintaining and repairing include, but are not limited to, dishwashers, washing machines, hot water tanks, garbage disposals, toilets (including wax rings), sinks, bathtubs and showers (including tile, caulk, faucets, and drains), and all hoses, pipes and supply lines within the Unit serving appliances or fixtures. In the event a washing machine leaks within a Unit and damages either that Unit and/or neighboring Units or Common Elements, the Owner who owns the washing machine bears the responsibility for the cost of repairing or replacing all damaged real property to the extent not covered by insurance or for the applicable insurance deductibles to the extent there is insurance coverage.

21.9.2 In the case of water damage, an individual Unit Owner shall be strictly liable for uninsured damage to another Unit or a Common Element where the source of the water was located inside that Owner's Unit.

21.9.3 Except as provided in paragraph 21.9.1 above, liability for the amount of uninsured damage or damage subject to any deductible applicable to insurance obtained by the Association shall be prorated as determined by the Board between the Association and any involved Owners in proportion to the relative amount of damage to the Common Elements and to each of the affected Units, including the Limited Common Elements assigned thereto, where the damage involves both a Common Element and one or more Units or the Limited Common Elements assigned thereto.

21.9.4 Nothing set forth in this Section 21.9 shall require the Association to pay any insurance deductible due under a Unit Owner's individual insurance policy or any Tenant's or lessee's policy of renter's insurance. The decision whether or not to file a claim under the Association's master insurance policy is in the discretion of the Board. The Board may require a Unit Owner to file a claim under the Owner's policy if the Owner is responsible for damage and has not otherwise paid for the necessary repairs.

21.9.5 Any charge for repair or replacement expenses assessed to a Unit pursuant to this Section 21.9 shall be a lien upon that Unit and shall be collectable in any manner provided for in the governing documents for the Association.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Condominium Declaration for Daybreak at Issaquah Ridge, A 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.



President of the Association

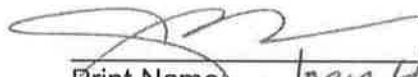
Date: 10/7/15

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of October 2015, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Scott G. Miller, to me known to be the President of the Daybreak at Issaquah Ridge 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.




Print Name: Joan Henley
NOTARY PUBLIC in and for the State of
Washington.
Residing in Bellevue

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 26 of the Declaration, and its terms are effective as of the date of recording of this instrument.

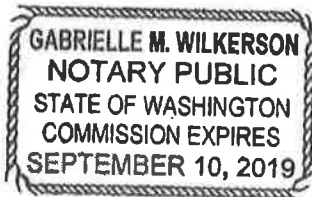
Dated: 10/26/, 2015.



Secretary of the Association

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 26 day of October, 2015, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Janine Torres, to me known to be the Secretary of the Daybreak at Issaquah Ridge 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.




Print Name: Gabrielle M. Wilkerson
NOTARY PUBLIC in and for the State of Washington.