

FILED FOR RECORD AT THE REQUEST OF:  
Levin & Stein  
201 Queen Anne Avenue North, Suite 400  
Seattle, WA 98109

5<sup>th</sup> Amend.

CONFORMED COPY

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05/01/2005 12:04  
KING COUNTY, WA

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

**Grantor:** Daybreak at Issaquah Ridge Owners Association  
**Grantee:** N/A  
**Legal Description:** Daybreak at Issaquah Ridge, A Condominium, according to a  
Condominium Declaration recorded in King County, Washington under  
Recording No. 20010529000457, (hereafter amended of record).  
**Tax Parcel ID:** 222406-9029-08

DEPARTMENT OF ASSESSMENTS  
Examined and approved this 15<sup>th</sup> day of June, 2005  
Scott Noble Deputy Assessor  
Debra Clark Deputy Assessor

WHEREAS, a certain Declaration submitting real estate to the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64.34), as amended, entitled, "CONDOMINIUM DECLARATION FOR DAYBREAK AT ISSAQUAH RIDGE, A CONDOMINIUM" was recorded on May 29, 2001, under Recording No. 20010529000457, in the records of King County, State of Washington, together with the Survey Map and Plans recorded under Recording No. 20010529000456 in the records of King County, State of Washington; and

WHEREAS, the Declaration has previously been amended by instrument recorded in the records of King County, State of Washington, on June 26, 2001, under Recording No. 20010626002811; on July 23, 2001, under Recording No. 20010723001872; on October 6, 2004, under Recording No. 20041006000789; and

WHEREAS, pursuant to Section 26.2.1 of the Declaration, after notice to all of the Unit 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 Section 26.2.1 of the Declaration, after thirty (30) days 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 Daybreak at Issaquah Ridge Owners Association certify the Declaration to have been amended in the following particulars:

**A. Paragraph 13.4.4 of Section 13.4 of the Declaration is hereby deleted in its entirety and new Paragraph 13.4.4 is substituted in its place as follows:**

13.4.4. Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matters affecting the Condominium.

**B. Section 19.3 of Article 19 is hereby deleted in its entirety and new Section 19.3 is substituted in its place as follows:**

Section 19.3 No Personal Liability. So long as a non-Declarant Board member, Association committee member, Association officer, or the Managing Agent has acted in good faith, without willful or intentional misconduct, upon the basis of such information as is then possessed by such person, no such person shall be personally liable to any Owner, or to any other person, including the Association, for any damage, loss, or prejudice suffered or claimed on account of any act, omission, error, or negligence of such person, provided that this Section shall not apply where the consequences of such act, omission, error, or negligence is covered by insurance obtained by the Board.

**C. Article 20 of the Declaration is hereby deleted in its entirety and new Article 20 is substituted in its place as follows:**

Article 20 INDEMNIFICATION

Each non-Declarant Board member, Association committee member and/or Association officer and the Managing Agent shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed in connection with any proceedings to which such person may be made a party, or in which such person may become involved, by reason of holding or having held such position, or any settlement thereof, whether or not such person holds such position at the time such expenses or liabilities are incurred, except to the extent such expenses and liabilities are covered by any type of insurance and except in such cases wherein such person is adjudged guilty of willful misfeasance in the performance of such person's duties, provided that in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being for the best interest of the Association.

**D. 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 27<sup>th</sup> day of May, 2005.

Daybreak at Issaquah Ridge Owners  
Association

By: Todor Sheljaskow  
Todor Sheljaskow, President

**ATTEST:** The above Amendment  
was properly adopted.

By: Gabrielle Wilkerson  
Gabrielle Wilkerson, Secretary

STATE OF WASHINGTON     )  
                                                                                          ) ss.  
COUNTY OF KING             )

On this \_\_\_ day of May 2005, personally appeared before me Todor Sheljaskow and Gabrielle Wilkerson, known to me to be the President and Secretary of Daybreak at Issaquah Ridge Owners Association, the 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 27<sup>th</sup> day of May, 2005.

[Signed] Bonnie P. Ritch  
[Print Name] Bonnie P. Ritch

Notary Public in and for the State of Washington, residing at Issq.

My commission expires: 1-17-09