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 PIERCE COUNTY, WASHINGTON

MODEL COVER SHEET

**Return Address**  
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Please print or type information.  
**Document Title(s)(or transactions contained therein):**  
 1. AMENDMENT TO 1998 AMENDED AND RESTATED CONDOMINIUM DECLARATION  
 2.  
 3.  
 4.

**Reference Number(s) of Documents assigned or released:**  
 (on page \_\_\_\_\_ of document(s))

**Grantor(s) (Last name first, then first name and initials)**  
 1. Sunset Plaza Condominium Association  
 2.  
 3.  
 4.  
 5.  Additional names on page \_\_\_\_\_ of document.

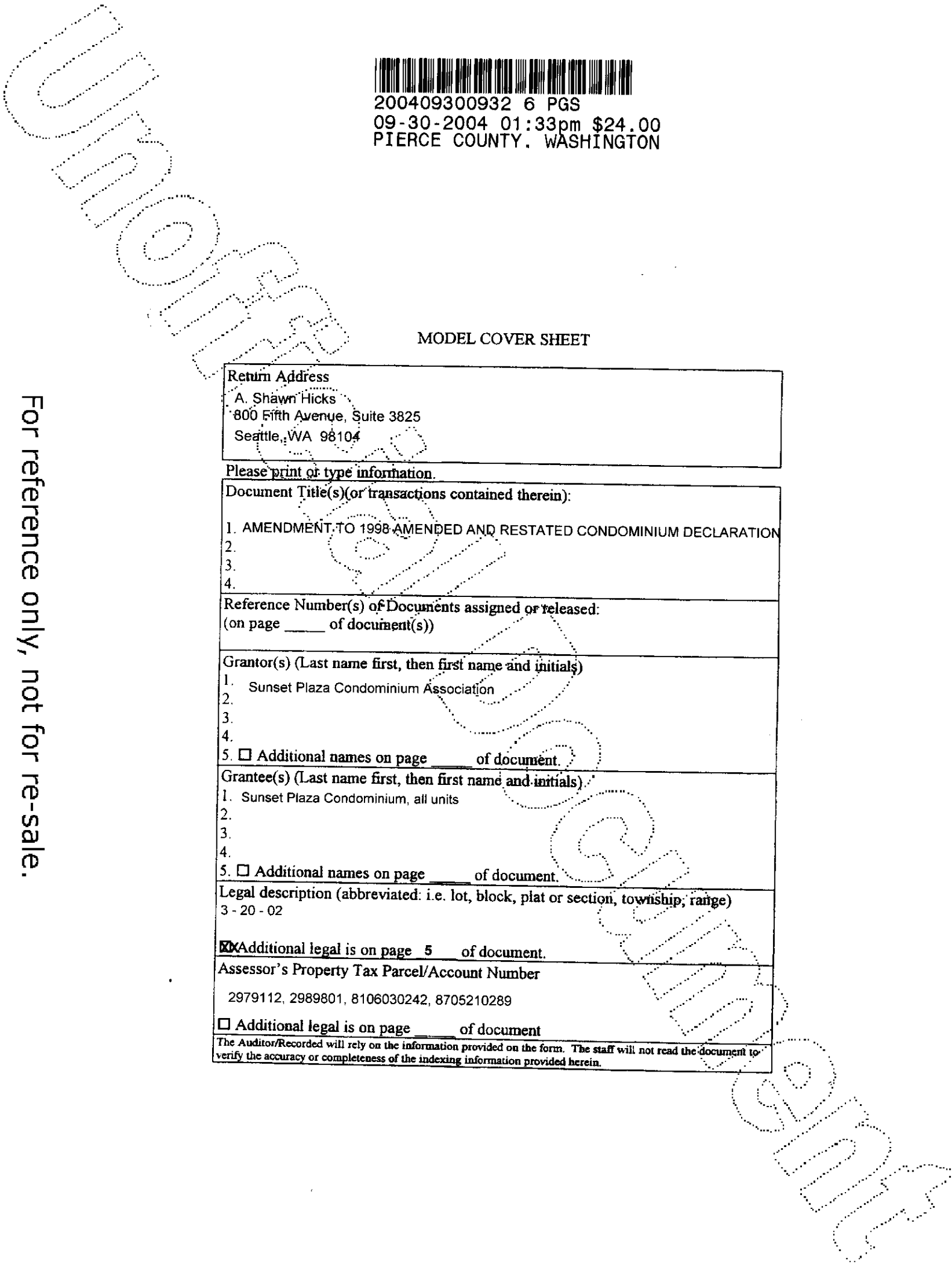
**Grantee(s) (Last name first, then first name and initials)**  
 1. Sunset Plaza Condominium, all units  
 2.  
 3.  
 4.  
 5.  Additional names on page \_\_\_\_\_ of document.

**Legal description (abbreviated: i.e. lot, block, plat or section, township, range)**  
 3 - 20 - 02  
 Additional legal is on page 5 of document.

**Assessor's Property Tax Parcel/Account Number**  
 2979112, 2989801, 8106030242, 8705210289

Additional legal is on page \_\_\_\_\_ of document  
 The Auditor/Recorded will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

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**AMENDMENT TO 1998 AMENDED AND RESTATED  
CONDOMINIUM DECLARATION OF  
SUNSET PLAZA CONDOMINIUM**

Grantor: Sunset Plaza Condominium Association  
Grantee: AH Unit Owners  
Legal Description: SEC 3 TOWNSHIP 20 RNG 2  
SEE EXHIBIT A FOR LEGAL DESCRIPTION

THIS AMENDMENT TO 1998 AMENDED AND RESTATED CONDOMINIUM DECLARATION dated this 17 day of September 2004, is made and executed by President of the Sunset Plaza Condominium Association.

WHEREAS, a certain Declaration of Sunset Plaza Condominium was recorded with the Pierce County Auditor under file number 2979112, as amended by a document recorded with the Pierce County Auditor under file number 2989801, and as further amended by a declaration recorded with the Pierce County Auditor under file number 8106030242, and as further amended by a document recorded with the Pierce County Auditor under file number 9705210289 ("Declaration"), and

WHEREAS, the Declaration was amended and restated by the 1998 Amended and Restated Condominium Declaration recorded with the Pierce County Auditor under file number 9804100356 ("1998 Declaration"), and

WHEREAS as provided in Article 23.1 the 1998 Declaration that the 1998 Declaration can be amended by a written consent to such amendment by not less than sixty percent (60%) of the owners after prior approval of the amendment by the Board of Directors and a meeting of the owners, and the amendment was approved by a majority of the Board of Directors prior to the written consent of the owners and more than sixty percent (60%) of the owners approved the amendment in writing which amendment was approved at a meeting of the owners,

NOW THEREFORE, the President and the Secretary of the Sunset Plaza Condominium Association certifies that the 1998 Declaration be amended in the following particulars:

After Article 11.2, the following provisions are added:

11.2.1 **Lease Requirements.** No rental of a unit shall be valid or enforceable unless it

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shall be by means of a written instrument or agreement between the Owner(s) and the Tenant(s) (referred to in the Declaration as a "Lease"). No lease entered into after the date of the recording of this Amendment shall be valid unless it bears the written approval of the Association granted prior to the occupancy of the Tenant. By entering into occupancy of a unit, the Tenant agrees to be bound by the Governing Documents of the Association. The Association shall have and exercise the same rights of enforcement and remedies for breach of the Governing Documents against a Tenant as it has against an Owner. The Lease shall provide that the failure of the Lessee to comply with the terms of the Governing Documents shall be a breach of the Lease, and constitute grounds for eviction proceedings by the Owner. The Lease shall provide for automatic termination upon the sale of the unit by the Owner, or upon foreclosure of the unit by the holder of a mortgage or deed of trust constituting a lien on said unit.

11.2.2 **Minimum Lease Term.** No unit Owner shall be permitted to rent or lease less than the entire unit or to rent or otherwise permit his or her unit to be used for hotel or transient purposes, which shall be defined as rental, occupancy or use by a tenant or other non-owner occupant for an initial occupancy period of less than six (6) months. No owner shall cause or allow the overnight accommodations or business invitees in a unit on a temporary or transient basis. Every initial Lease shall be for a fixed term of not less than six (6) months nor more than one (1) year.

11.2.3 **Lease Approval.** Prior to the rental of a unit in the Condominium to a Tenant, a unit Owner must submit a written request for consent to the Association Site Manager, then submit a valid and binding Lease and signed Association-provided "Rental Unit Addendum", which contains language acknowledging the Association's rights and the Tenant's obligations under the Governing Documents of Sunset Plaza Condominium Association as stipulated in Section 11.2.1. Both the Owner and the proposed Tenant must sign the Addendum, which is contingent only on the approval of the Association, together with a request for the written consent of the Association.

11.2.4 **Tenant screening required.** Any unit Owner who desires to rent out a unit shall submit to the Association Site Manager a fully completed Rental Application and all information pertaining to the proposed Tenant(s) as it relates to the screening of the proposed Tenant(s) prior rental and criminal history, if any. Screening of proposed Tenant(s) must be provided by a licensed professional screening service.

11.2.5 **Consent of Association for Tenancy.** Provided the Lease and Tenant screening requirements set forth in this Amendment are met, the Association Site Manager may, on behalf of the Association Board of Directors, provide consent of tenancy based on the following provisions:

11.2.5.1. The rental would not cause the aggregate number of all non-owner occupied units to exceed thirty seven (37) units. Allowable amount of non-owner occupied units may be subject to change by the Board of Directors of the Condominium Association in order to comply with the lending rules and regulations of the Department of Housing and Urban Development, Veterans Administration, or the Federal National Mortgage Association as to the maximum percentage of non-owned occupied units by

condominium project relative to financing the sale of units within said condominium project.

11.2.5.2. The Proposed Tenant(s) rental screening does not contain information that reflects approval of tenancy would result in a negative impact to the Association. This would include but is not limited to: prior criminal activity or convictions, negative prior rental references based on disturbances, or any other information that represents consent of tenancy would negatively impact condominium units' property values or impose common area damage liability concerns.

11.2.6 **Association authorized rental units.** Upon approval by the Association for a rental unit designation, the condominium unit will be allocated as a non-owner occupied unit within the restrictions of provision 11.2.5.1 of this amendment, provided that Lease and Tenancy approval is obtained from the Association upon the application of each new occupant of the unit.

11.2.7 **Forfeiture of authorized rental unit allocation.** The allocated allowance as an authorized rental unit within the provisions of 11.2.5.1 will be automatically forfeited by any one of the following action(s):

- 11.2.7.1 Upon the sale or transfer of ownership or foreclosure of an authorized rental unit.
- 11.2.7.2 Failure to properly obtain Association approval of Lease and Tenancy provisions as stipulated in this amendment.
- 11.2.7.3 Occupancy of the authorized rental unit by condominium owner.
- 11.2.7.4 Necessary severe enforcement of the Association Rules and Regulations, as determined by the Board of Directors of the Association.
- 11.2.7.5 Necessary enactment of the provisions of 11.2.8 of this amendment in accordance with paragraph 12.11 of the Condominium Declaration regarding assignment and pledge of rent to the Association.

11.2.8 **Rent pledged to Association.** Upon approval of the Lease and consent from Association for rental of the unit, it is agreed and understood by the Owner and the Tenant of the unit, that if an apartment is rented by its owner, then the rent is pledged and assigned to the Association and may be collected and disbursed in accordance with paragraph 12.11 of this declaration.

11.2.9 **Essential supplementary conditions.** On behalf of the Association, the Board of



**EXHIBIT A**

**SUNSET PLAZA CONDOMINIUM**

**LEGAL DESCRIPTION**

That portion of the property in Pierce County, Washington, described as follows:

Beginning at a point on the north line of Government Lot 2 in Section 3, Township 20 North, Range 2 East of the W.M., and 1053.51 feet distant easterly from the northwest corner of said Government Lot 2; thence south  $82^{\circ}58'30''$  west 259.67 feet; thence north  $89^{\circ}51'27''$  west 302.66 feet; thence along a line bearing south  $82^{\circ}32'52''$  west a distance of 166.42 feet to a point 74.76 feet south of the north line of said Government Lot 2, to a line parallel with and 330 feet east of the west line of said Government Lot 2; thence south along said parallel line to the northeasterly line of Olympic Boulevard as appropriated by the City of Tacoma in Pierce County Superior Court Cause No. 81091, for Narrows Bridge Approach; thence southeasterly along said northeasterly line to a point 30 feet south of and perpendicular to the extension west of the south line of alley south of Block 5, HIGHLANDS NARROWSVIEW ADDITION TO THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON, according to plat recorded in Book 13 of Plats at page 58; thence east on a line parallel to and 30 feet south of said extension of the south line of alley south of Block 5 to the intersection with the west line, extended south of the plat of Highlands Narrowsview Addition to the City of Tacoma; thence north on said west line and extension thereof to the north line of said Government Lot 2; thence west on said north line, to the point of beginning.

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