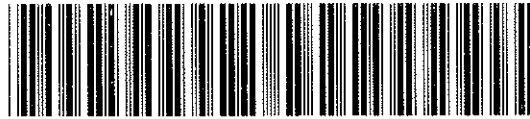


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TALL FIRS AMDCN 77.00
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KING COUNTY, WA

**AMENDMENT TO THE AMENDED AND RESTATED CONDOMINIUM
DECLARATION FOR TALL FIRS, A CONDOMINIUM**

GRANTOR: TALL FIRS CONDOMINIUMS OF FEDERAL WAY

GRANTEE: N/A

LEGAL DESCRIPTION: Tall Firs Condominium, as described in Exhibits A, B, and C to the Amended and Restated Condominium Declaration, filed under King County Recording No. 8101300556 as thereafter amended; and the Survey Map and Plans for Phase I recorded in Volume 28 of Condominiums, page 92 through 105, inclusive under King County Recording No. 7902160930; the Survey Map and Plans of Phase II recorded in Volume 36 of Condominiums, pages 31 through 45, inclusive, under King County Recording No. 7908160869; and Survey Map and Plans of Phase III recorded in Volume 51 of Condominiums, pages 15 through 30, inclusive, under King County Recording No. 8101300555.

ASSESSOR'S TAX PARCEL ID#: 856110-0000

REFERENCE # (If applicable): 8101300556

DEPARTMENT OF ASSESSMENTS
Examined and approved this 30TH day of

OCTOBER, 2012

LLOYD MARA
Assessor

Kenneth T. Koro
Deputy Assessor

**AMENDMENT TO THE DECLARATION
FOR TALL FIRS, A CONDOMINIUM**

THIS AMENDMENT to the Amended and Restated Declaration of the above-named Condominium is made as of this 24th day of September, 2012.

RECITALS

The Amended and Restated Declaration for Tall Firs, A Condominium (the "Declaration") was recorded on January 30, 1981, in King County, State of Washington under recording number 8101300556 and was amended by Amendments to Condominium Declaration for Tall Firs, a Condominium, recorded under recording numbers 8105260606, 8106050825, and 8805250638.

Tall Firs Condominiums of Federal Way (the "Association") desires to amend the Declaration to allow for a super priority lien.

Pursuant to Section 22.1 and 23.3 of the Declaration, after proper notice was duly given to all owners, the owners held a special meeting and a vote regarding this Amendment and not less than sixty-six and two-thirds percent (66 2/3%) of the votes in the Association approved amending the Declaration as set forth herein.

Approval of Mortgagees was not required because no mortgagees requested notice in writing as required by Section 23.3.2 of the Declaration.

To accomplish the foregoing purpose, the undersigned President and Secretary of the Tall Firs Condominiums of Federal Way does hereby certify that the requirements of the Declaration have been complied with and therefore declare and adopt the following Amendment to the Declaration:

AMENDMENT

A. The following definitions are added to Section 1.

1.7 "Assessment" means all sums chargeable by the Association against a unit including, without limitation: (a) Regular and special assessments for common expenses, charges, and fines imposed by the association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including reasonable attorneys' fees, incurred by the association in connection with the collection of a delinquent owner's account.

B. Section 12.11 Lien Indebtedness is amended as follows:

12.11 Lien Indebtedness

~~Each monthly assessment and each special assessment~~ All Assessments shall be the joint and several personal debt and obligation of the owner or owners and contract purchasers of the apartments for which the same are assessed as of the time of the Assessment is made and shall be collectible as such. The amount of any Assessment, ~~whether regular or special~~, assessed to any apartment and the owner and/or purchaser of any apartment, plus late fees and interest at the rate of twelve per cent (12%) or the highest legal rate, whichever is greater, per annum, and costs including reasonable attorneys' fees, shall be a lien upon such apartment and any appurtenant limited common area and the use thereof and an individual interest in the common areas. Said lien for payment of such Assessments shall have priority over all other liens and encumbrances, recorded or unrecorded, to the extent provided in ~~RCW 64.32.200(2)~~ RCW 64.34.364. An action to recover a money judgment for unpaid Assessments shall be maintainable without foreclosure or waiving the lien securing the same.

C. Subsections 12.11.1 -12.11.4 are hereby added to Section 12.11.

12.11.1 The lien shall be prior to all other liens and encumbrances on an apartment except: (a) Liens and encumbrances recorded before the recording of the declaration; (b) a mortgage on the apartment 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 apartment.

12.11.2 The lien shall also be prior to the mortgages described in 12.11.1(b) to the extent of Assessments for common expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the which would have become due during the six months immediately preceding the date of a sheriff's sale in an action for judicial foreclosure by either the association or a mortgagee, the date of a trustee's sale in a nonjudicial foreclosure by a mortgagee, or the date of recording of the declaration of forfeiture in a proceeding by the vendor under a real estate contract. This 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.

12.11.3 Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the association's lien, the association may record a notice of claim of lien for Assessments in the real property records of King County.

12.11.4 A lien for unpaid Assessments and the personal liability for payment of Assessments are extinguished unless proceedings to enforce the lien or collect the debt are instituted within three years after the amount of the Assessments sought to be recovered becomes due.

D. Section 12.15 Rental Value is amended as follows:

12.15 Rental Value

From the time of commencement of any action by the association to foreclose a lien against an apartment that is not occupied by the owner thereof, for nonpayment of delinquent Assessments, the owner or purchaser of such apartment shall pay to the Association the reasonable rental value of the apartment to be fixed by the Board, and the plaintiff in any such foreclosure action, the association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the apartment as and when due. the same who may, If said rental is not paid, the receiver may obtain possession of the apartment, refurbish it for rental up to a reasonable standard for rental units in this type of condominium, rent the apartment or permit its rental to others, and apply rents first to the cost of the receivership and attorneys' fees thereof, then to the costs of refurbishing the apartment, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessment charges. Only a receiver may take possession and collect rents under this subsection, and a receiver shall not be appointed less than ninety days after the delinquency. The exercise by the association of the foregoing rights shall not affect the priority of preexisting liens on the apartment.

E. Section 12.19 is hereby added following Section 12.18:

12.19 Recovery of Attorney's Fees and Costs

The association shall be entitled to recover any costs and reasonable attorneys' fees incurred in connection with the collection of delinquent Assessments, whether or not such collection activities result in suit being commenced or prosecuted to judgment. In addition, the association shall be entitled to recover costs and reasonable attorneys' fees if it prevails on appeal and in the enforcement of a judgment.

F. Section 19.1 is hereby amended as follows:

19.1 Priority of Mortgages

Notwithstanding all other provisions hereof and as provided in the Act, the liens created under this Declaration upon any apartment for Assessments shall be subject to the rights of the secured party in the case of any indebtedness secured by mortgages or deeds of trust which were made in good faith and for value upon the apartment. Except as provided in Section 12.11.2, where a mortgagee of an apartment or other purchaser of an apartment obtains possession of an apartment as a result of a mortgage foreclosure or deed of trust sale, such possessor and his successors and assigns shall not be liable for the share of the common expenses or Assessments by the Association chargeable to such apartment which become due prior to such sale, but will be liable for the common expenses and Assessments accruing after such sale. Such unpaid share of common expenses or Assessments shall be deemed to be common expenses collectible from all of the apartment owners including such possessor, his successor and assigns. Foreclosure of a mortgage does not relieve the prior owner of personal liability for Assessments accruing against the apartment prior to the date of such sale as provided in this subsection.

EXCEPT AS MODIFIED AND AMENDED HEREBY, the Declaration 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.

DATED and ATTESTED this 24th day of September, 2012.

TALL FIRS CONDOMINIUMS OF FEDERAL WAY

By: Wayle M Bosshardt
Wayle M Bosshardt, President

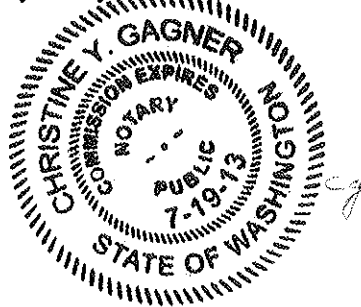
By: Sylvia H. Schulz
Sylvia H. Schulz, Secretary

STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

On this 24th day of September, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wayle Bosshardt to me known to be the President of Tall Firs Condominiums of Federal Way, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that 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 he was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Christine Y Gagner
Christine Y Gagner (Print name)
Notary Public in and for the State of
Washington, residing at Auburn
My commission expires: 7-19-13



STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

On this 24th day of September, 2012, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Sylvia Schulz to me known to be the Secretary President of Tall Firs Condominiums of Federal Way, the Washington non-profit corporation that executed the within and foregoing instrument, and acknowledged that 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 she was authorized to execute the instrument on behalf of said Association.

WITNESS my hand and seal hereto affixed the day and year in this certificate above written.

Christine Y Gagner
Christine Y Gagner (Print name)
Notary Public in and for the State of
Washington, residing at Auburn
My commission expires: 7-19-13

