## THIRD AMENDMENT TO CONDOMINIUM DECLARATION FOR AMBASSADOR II CONDOMINIUM

Whereas a certain CONDOMINIUM DECLARATION FOR AMBASSADOR II CONDOMINIUM, (the "Declaration"), was recorded on October 26, 1992 under King County recording number 9210261717, records of King County, Washington, as amended by filings recorded under the following recording number(s): <u>9211191347 and 9304051421</u>, and that certain Survey Map and Plans recorded under King County recording number 9210261716 and whereas under the provisions of Article 26 of the Declaration it may be amended, and

Whereas the procedures for such amendment have been followed,

Now, therefore, the undersigned does hereby certify that, after approval by a majority of the Board prior to its adoption by Owners, the vote or written consent to this amendment was obtained from Owners to which at least sixty-seven percent (67%) of the votes in the Association are allocated and consents were obtained from Eligible Mortgagees that have at least fifty-one percent (51%) of the votes of Units subject to Eligible Mortgagees to hereby declare and adopt the following amendments to the Declaration:

A new Subsection 21.9 is added to Article 21: INSURANCE:

21.9 Liability for Uninsured Amounts. Notwithstanding anything herein to the contrary, and except to the extent that a lack of insurance results from the negligence or breach of a duty to insure of the Board:

21.9.1. 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.

21.9.2. Except as provided in paragraph 21.9.1 above, liability for the amount of damage within the limits of any

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applicable insurance deductible or otherwise uninsured shall be the responsibility of an individual Unit Owner where the damage involved is limited solely to damage to the Owner's Unit.

21.9.3. Except as provided in paragraphs 21.9.1 and 21.9.2 above, liability for the amount of damage within the limits of any applicable insurance deductible or otherwise uninsured shall be equitably prorated in the exercise of the Board's sole discretion between the Association and any involved Owners in proportion to the relative amounts of damage to the Common Elements and/or Limited Common Elements, and to each of the affected Units, where the damage involves the Common Elements, Limited Common Elements and/or one or more Units.

21.9.4. All sums covered by this Section shall be an Assessment against the Unit as defined in RCW 64.34.020(3), shall be a lien against the Unit and shall be collectable as any other Assessment.

Dated this day of , 2009. President, Ambassador II Owners Association

STATE OF WASHINGTON

I certify that I know or have satisfactory evidence that <u>Dale Hitsmal</u> is the person who appeared before me, and said person acknowledged that he/she signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as the <u>President</u> of <u>Ambassador . II</u> <u>Owners</u> <u>Association</u> to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

) ) 55

(Si (Print Name)

NOTARY PUBLIC in and for the State of Washington, residing at  $\frac{115}{5}$  My commission expires:  $\frac{5-26-20}{5}$ 

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Sundberg & Pody Law Office, PLLC P.O. Box 1577 Mercer Island, WA 98040

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Document Title(s) (or transactions contained therein):	Evamiji Lamiji
1. AMENDMENT TO DECLARATION 2. 3. 4.	INERT OF AS
Grantor(s) (Last name first, then first name and initials)	ved this
<ol> <li>AMBASSADOR II OWNERS ASSOCIATION</li> <li>3.</li> <li>4.</li> </ol>	- A LAN
5. [ ] Additional names on page of document.	
Grantee(s) (Last name first, then first name and initials)	Assesso
<ol> <li>AMBASSADOR II OWNERS ASSOCIATION</li> <li>3.</li> <li>4.</li> </ol>	2009

5. [] Additional names on page of document.

Legal Description (abbreviated: i.e., lot, block, plat or section, township, range) AMBASSADOR II, A CONDOMINIUM, ACCORDING TO THE DECLARATION THEREOF, RECORDED

UNDER KING COUNTY RECORDING NUMBER 9210261717, AND ANY AMENDMENTS THERETO; SURVEY MAP AND PLANS RECORDED UNDER KING COUNTY RECORDING NUMBER 9210261716, AND ANY AMENDMENTS THERETO. SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

[ ] Additional legal description is on page \_\_\_\_ of document.

Assessor's Master Property Tax Parcel or Account Number: 020006-

Reference Number(s) of Documents assigned or released: <u>9210261717</u>
[] Additional references on page \_\_\_\_ of document.

COT Return