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PIERCE COUNTY, WASHINGTON

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200709140189 21 PGS
09/14/2007 10:39am \$60.00
PIERCE COUNTY, WASHINGTON

RE-RECORD

NOTE: RE-RECORDED TO CORRECT SCRIVENER'S ERROR ON EXHIBIT "B"

**SECOND AMENDMENT
TO
CONDOMINIUM DECLARATION
FOR
PACIFIC TOWER, A CONDOMINIUM**

Grantor: Pacific Tower, LLC, a Washington limited liability company
Grantee: Pacific Tower, a Condominium

Abbreviated Legal Description:
Full Legal Description on Exhibit "A" of Document.
Assessor's Tax Parcel ID #(s): 208313-001-1; 2083140-001-1.

Reference Nos. of Documents Released or Assigned: 200312090202

RECEIVED
SEP 20 2007
BY: _____

**SECOND AMENDMENT TO
CONDOMINIUM DECLARATION OF
PACIFIC TOWER, A CONDOMINIUM**

I. BACKGROUND

a. Introduction. This is the Second Amendment (the “Second Amendment”) to the Condominium Declaration of Pacific Tower, a Condominium, recorded under Pierce County Auditor’s File No. 200312090202 (the “Declaration”), which was amended by that certain First Amendment to the Declaration recorded under Pierce County Auditor’s File No. 200509201273 (the “First Amendment”). The Declaration was simultaneously recorded with that certain Survey Map and Plans with Pierce County Auditor’s File No. 200312095002 (the “Survey”), which was also amended by that certain Amended Survey Map and Plans, recorded under Pierce County Auditor’s File No. 200509205005 (the “Amended Survey”). The property which is the subject of the Declaration is legally described on the attached Exhibit A (the “Property”).

b. Purpose. The purpose of this Second Amendment is to:

(a) Make revisions as necessary to parking space assignments to particular Units as originally reflected in the First Amendment: (i) Unit 306 changed from P1-19 to P1-24; (ii) Unit 501 changed from P1-3 to P1-2; (iii) Unit 507 changed from P2-19 to P1-18; (iv) Unit 605 changed from P1-32 to P1-10; (v) Unit 801 changed from P1-2 to P1-3; and, (vi) Unit 1008 changed from P2-39 to P2-27;

(b) reflect parking assignments and Garage Space assignments made by Declarant upon the sale of a Unit between the date the Unit was conveyed to a person other than the Declarant or the date the First Amendment was recorded, and this recording; and,

(c) reflect assignments the Declarant has made of all remaining parking spaces to unsold Units, including the assignment of all assignable outside parking spaces.

c. Authority to Assign. Pursuant to the Declaration, the Declarant has the authority to assign all remaining parking spaces to unsold Units and to reflect said assignments in this Second Amendment. When assigned, said parking spaces shall become limited common elements of the Unit to which the space is assigned. All other assignments made in this Second Amendment have been reviewed for accuracy and approved by the Association, as evidence herein.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiently of which is hereby acknowledged, the Association hereby amends the Declaration, as amended by that certain First Amendment, as follows:

I. ASSIGNMENT OF PARKING SPACES AND GARAGE SPACES.

A. Parking Spaces and Garage Spaces. Exhibit B of the Declaration is hereby amended to reflect the parking spaces and Garage Spaces assigned to Units in Pacific Tower, and such assignments are shown in the attached Exhibit B. The exact location of the parking spaces referenced are identified in that certain Amended Survey. The Association has reviewed the assignments reflected herein, acknowledges the accuracy thereof, and joins in and consents to the assignments. Said assignments shall be binding upon the undersigned, its members, and its successors in title.

II. MISCELLANEOUS

A. Construction. All other provisions in the Declaration, as amended, shall remain unchanged. To the extent that any provisions in this Second Amendment conflict with the provisions in the Declaration, the First Amendment, or any deed conveying title to a Unit together with its assigned limited common elements, this Second Amendment shall control.

B. Covenant Running with the Land. This Second Amendment to the Declaration, as amended, shall be deemed a set of covenants running with the land which shall be binding on the Declarant, its successors and assigns, and all subsequent Owners and lessees of the Property, together with their grantees, successors, heirs, executors, administrators, devisees, or assigns.

C. Effective Date. This instrument shall be effective upon recordation.

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III. CERTIFICATION

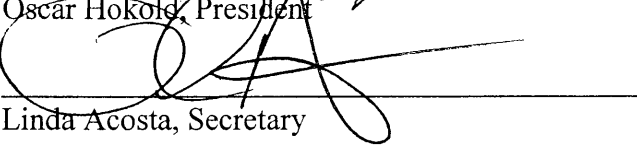
IN WITNESS WHEREOF, the President and Secretary of the Pacific Tower Condominium Association (the "Undersigned") do hereby certify that the Board of Directors of the Association reviewed and approved the assignments made herein, that said ratified assignments were then presented to the Association's members for vote at a properly noted member's meeting that was held on February 9, 2006, at which a quorum was present, and that the requisite votes were obtained to make and record this Second Amendment to the Declaration.

FURTHER, that in this Second Amendment, pursuant to Section 22.1(e) of the Declaration, the Declarant has caused the re-allocation of certain parking spaces, as limited common elements of the Units to which they have been assigned, with respect to Units that have not yet been conveyed by the Declarant, and has caused this Second Amendment to be executed this 27 day of March, 2006.

PACIFIC TOWER CONDOMINIUM
ASSOCIATION, a Washington nonprofit
corporation

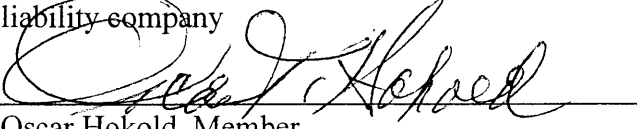


Oscar Hokold, President

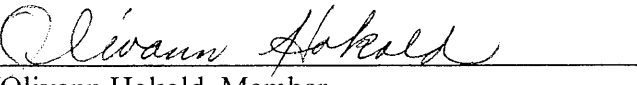


Linda Acosta, Secretary

PACIFIC TOWER, LLC, a Washington limited
liability company



Oscar Hokold, Member

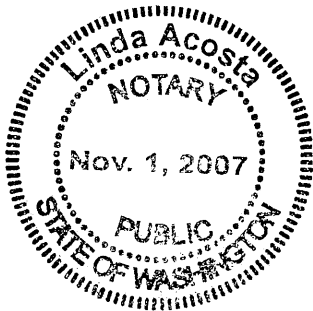


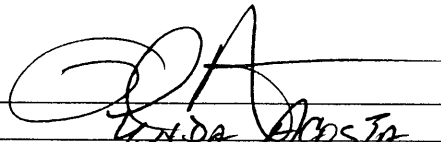
Olivann Hokold, Member

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Oscar Hokold is the person who appeared before me, and he acknowledged that he signed this instrument as the President of Pacific Tower Condominium Association, a Washington nonprofit corporation, and as a Member of Pacific Tower, LLC, a Washington limited liability company, and acknowledged it to be his free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27 day of MARCH, 2006.



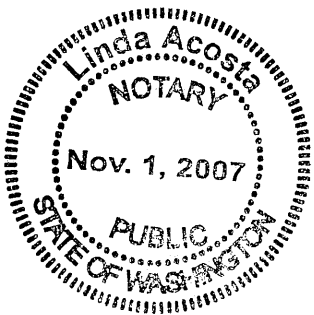



(Type/Print Name above)
Notary Public in and for the State of Washington,
residing at TACOMA
My Appointment Expires: 11-1-07

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Olivann Hokold is the person who appeared before me, and she acknowledged that she signed this instrument as a Member of Pacific Tower, LLC, a Washington limited liability company, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27 day of MARCH, 2006.



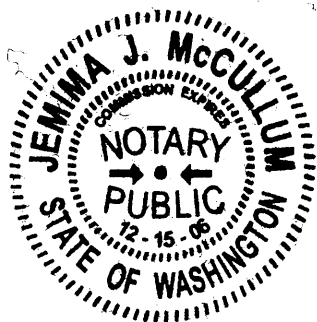


(Type/Print Name above)
Notary Public in and for the State of Washington,
residing at TACOMA
My Appointment Expires: 11-1-07

STATE OF WASHINGTON)
) ss.
County of Pierce)

I certify that I know or have satisfactory evidence that Linda Acosta is the person who appeared before me, and she acknowledged that she signed this instrument as the Secretary of Pacific Tower Condominium Association, a Washington nonprofit corporation, and acknowledged it to be her free and voluntary act for the uses and purposes mentioned in the instrument.

DATED this 27 day of March, 2006.



Jenima McCullum

 (Type/Print Name above)
 Notary Public in and for the State of Washington,
 residing at Seattle Washington
 My Appointment Expires: 12/15/06

EXHIBIT A

LEGAL DESCRIPTION:

LOTS 1 TO 7, INCLUSIVE, BLOCK 8214, LOTS 1 TO 8, INCLUSIVE, BLOCK 8313 AND LOTS 1 TO 9, INCLUSIVE, BLOCK 8314, THE TACOMA LAND COMPANY'S FIRST ADDITION TO TACOMA, W.T., ACCORDING TO PLAT FILED FOR RECORD JULY 7, 1884, IN THE OFFICE OF THE PIERCE COUNTY AUDITOR, IN PIERCE COUNTY, WASHINGTON;

TOGETHER WITH THAT PORTION OF EAST 32ND STREET ABUTTING SAID BLOCK 8214; ALL OF THE ALLEY LYING BETWEEN LOTS 1 TO 7, INCLUSIVE, BLOCK 8214 AND LOTS 1 TO 8, INCLUSIVE, BLOCK 8313 AND NORTH HALF OF ALLEY ABUTTING LOTS 8 AND 9 IN SAID BLOCK 8314, ALL VACATED BY ORDINANCE NO. 21648 OF THE CITY OF TACOMA RECORDED UNDER AUDITOR'S NO. 2985788;

ALSO TOGETHER WITH ALL OF WRIGHT AVENUE LYING BETWEEN LOTS 1 TO 8, INCLUSIVE, SAID BLOCK 8313 AND LOTS 1 TO 9, INCLUSIVE, SAID BLOCK 8314, VACATED BY ORDINANCES 21648, 21856 AND 24147 OF THE CITY OF TACOMA AND RECORDED UNDER AUDITOR'S NO'S. 2985788, 2985789 AND 8808020120, RESPECTIVELY;

EXCEPT THAT PORTION OF SAID BLOCK 8214 LYING NORTHERLY OF THE SOUTHERLY LINE OF PRIMARY STATE HIGHWAY NO. 1;

ALSO TOGETHER WITH AND SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD; RECORDS OF PIERCE COUNTY, WASHINGTON.

EXHIBIT "B"
TO
CONDOMINIUM DECLARATION
FOR
PACIFIC TOWER, A CONDOMINIUM

Unit Number	Floor	Floor Plan No.**	# of BR	# of BTHS	* FPL	**** Assigned Prkg Space No.	Gara ge Space No.	DECK	*** SF	Allocated Ownership Interest	Common Expense Liability
3201 Pacific Ave, Unit 101	1	A	2	2	0	P2-3; U-46		Yes	1,353	1.1075%	1.1075%
3201 Pacific Ave, Unit 102	1	B	2+Den	2	0	P1-16; U-10	G-7, G-9	Yes	1,729	1.4152%	1.4152%
3201 Pacific Ave, Unit 103	1	C	1	1	0	P2-24; U-47		Yes	911	0.7457%	0.7457%
3201 Pacific Ave, Unit 104	1	A	2	2	0	P2-10; U-14	G-22	Yes	1,303	1.0665%	1.0665%

3201 Pacific Ave, Unit 105	1	D	2	2	0	P1-23		Yes	1,291	1.0567%	1.0567%
3201 Pacific Ave, Unit 106	1	F	Studio	1	0	U-13		Yes	890	0.7285%	0.7285%
3201 Pacific Ave, Unit 108	1	D	2	2	0	P2-8	G-19	Yes	1,313	1.0747%	1.0747%
3201 Pacific Ave, Unit 201	2	A	2	2	0	P1-21	G-21	Yes	1,354	1.1083%	1.1083%
3201 Pacific Ave, Unit 202	2	B	2 + Den	2	0	U-6		Yes	1,729	1.4152%	1.4152%
3201 Pacific Ave, Unit 203	2	C	1	1	0	U-9		Yes	911	0.7457%	0.7457%
3201 Pacific Ave, Unit 204	2	A	2	2	0	P2-36	G-5	Yes	1,303	1.0665%	1.0665%
3201 Pacific	2	D	2	2	0	P1-27	G-4	Yes	1,291	1.0567%	1.0567%

Ave, Unit 205																	
3201 Pacific Ave, Unit 206	2	E	2	2	0	0		P1-36			Yes		1,292	1.0575%	1.0575%		1.0575%
3201 Pacific Ave, Unit 207	2	D	2	2	0	0		P2-18			Yes		1,281	1.0485%	1.0485%		1.0485%
3201 Pacific Ave, Unit 208	2	D	2	2	0	0		P2-31		G-1, G-3	Yes		1,326	1.0854%	1.0854%		1.0854%
3201 Pacific Ave, Unit 301	3	A	2	2	0	0		P2-7; U-56		G-2, G-6	Yes		1,319	1.0796%	1.0796%		1.0796%
3201 Pacific Ave, Unit 302	3	B	2 + Den	2	0	0		U-5			Yes		1,704	1.3948%	1.3948%		1.3948%
3201 Pacific Ave, Unit 303	3	C	1	1	0	0		P2-1			No		911	0.7457%	0.7457%		0.7457%
3201 Pacific Ave, Unit 304	3	A	2	2	0	0		U-12			Yes		1,269	1.0387%	1.0387%		1.0387%

3201 Pacific Ave, Unit 305	3	D	2	2	2	0	P2-17	Yes	1,262	1.0330%	1.0330%
3201 Pacific Ave, Unit 306	3	E	2	2	2	0	P1-24	Yes	1,246	1.0199%	1.0199%
3201 Pacific Ave, Unit 307	3	D	2	2	2	0	P1-15	No	1,281	1.0485%	1.0485%
3201 Pacific Ave, Unit 308	3	D	2	2	2	0	P2-27	Yes	1,298	1.0624%	1.0624%
3201 Pacific Ave, Unit 401	4	A	2	2	2	0	P2-4	Yes	1,319	1.0796%	1.0796%
3201 Pacific Ave, Unit 402	4	B	2 + Den	2	2	0	P2-35	Yes	1,704	1.3948%	1.3948%
3201 Pacific Ave, Unit 403	4	C	1	1	1	0	P2-34	No	911	0.7457%	0.7457%
3201 Pacific	4	A	2	2	2	0	P1-35	Yes	1,269	1.0387%	1.0387%

Ave, Unit 404																			
3201 Pacific Ave, Unit 405	4	D	2	2	2	0	0	P1-40				Yes				1,262	1.0330%		1.0330%
3201 Pacific Ave, Unit 406	4	E	2	2	2	0	0	P1-8				Yes				1,246	1.0199%		1.0199%
3201 Pacific Ave, Unit 407	4	D	2	2	2	0	0	P2-15				No				1,281	1.0485%		1.0485%
3201 Pacific Ave, Unit 408	4	D	2	2	2	0	0	P2-13				Yes				1,298	1.0624%		1.0624%
3201 Pacific Ave, Unit 501	5	A	2	2	2	0	0	P1-2				Yes				1,319	1.0796%		1.0796%
3201 Pacific Ave, Unit 502	5	B	2	2 + Den	2	0	0	P1-25				Yes				1,704	1.3948%		1.3948%
3201 Pacific Ave, Unit 503	5	C	1	1	1	0	0	P2-38				No				911	0.7457%		0.7457%

3201 Pacific Ave, Unit 504	5	A	2	2	2	0	P1-9		Yes	1,269	1.0387%	1.0387%
3201 Pacific Ave, Unit 505	5	D	2	2	0	P2-32		Yes		1,262	1.0330%	1.0330%
3201 Pacific Ave, Unit 506	5	E	2	2	0	U-55; P2-28		Yes		1,246	1.0199%	1.0199%
3201 Pacific Ave, Unit 507	5	D	2	2	0	P1-18		No		1,281	1.0485%	1.0485%
3201 Pacific Ave, Unit 508	5	D	2	2	0	P2-16	G-14	Yes		1,298	1.0624%	1.0624%
3201 Pacific Ave, Unit 601	6	A	2	2	0	P1-5		Yes		1,319	1.0796%	1.0796%
3201 Pacific Ave, Unit 602	6	B	2 + Den	2	0	P1-34		Yes		1,704	1.3948%	1.3948%
3201 Pacific	6	C	1	1	0	P2-30; U-57		No		911	0.7457%	0.7457%

3201 Pacific Ave, Unit 703	7	C	1	1	0	P2-33		No	911	0.7457%	0.7457%
3201 Pacific Ave, Unit 704	7	A	2	2	0	P2-22; U-42	G-13	Yes	1,269	1.0387%	1.0387%
3201 Pacific Ave, Unit 705	7	D	2	2	0	P1-33		Yes	1,262	1.0330%	1.0330%
3201 Pacific Ave, Unit 706	7	E	2	2	0	U-51		Yes	1,246	1.0199%	1.0199%
3201 Pacific Ave, Unit 707	7	D	2	2	0	P2-11		No	1,281	1.0485%	1.0485%
3201 Pacific Ave, Unit 708	7	D	2	2	0	P1-39		Yes	1,298	1.0624%	1.0624%
3201 Pacific Ave, Unit 801	8	A	2	2	0	P1-3		Yes	1,319	1.0796%	1.0796%
3201 Pacific	8	B	2 + Den	2	0	P1-26	G-18	Yes	1,704	1.3948%	1.3948%

3201 Pacific Ave, Unit 902	9	B	2 + Den	2	0	P1-32	Yes	1,704	1.3948%	1.3948%
3201 Pacific Ave, Unit 903	9	C	1	1	0	U-53	No	911	0.7457%	0.7457%
3201 Pacific Ave, Unit 904	9	A	2	2	0	U-48	Yes	1,269	1.0387%	1.0387%
3201 Pacific Ave, Unit 905	9	D	2	2	0	P1-30	Yes	1,262	1.0330%	1.0330%
3201 Pacific Ave, Unit 906	9	E	2	2	0	U-49	Yes	1,246	1.0199%	1.0199%
3201 Pacific Ave, Unit 907	9	D	2	2	0	P1-13	No	1,281	1.0485%	1.0485%
3201 Pacific Ave, Unit 908	9	D	2	2	0	P1-17	Yes	1,298	1.0624%	1.0624%
3201 Pacific	10	A	2	2	0	P1-29; U-59	Yes	1,319	1.0796%	1.0796%

Ave, Unit 1001																				
3201 Pacific Ave, Unit 1002	10	B	2 + Den	2	0		P1-20; U-60		Yes		1,704	1.3948%	1.3948%							1.3948%
3201 Pacific Ave, Unit 1003	10	C	1	1	0		P2-21	G-11	No		911	0.7457%	0.7457%							
3201 Pacific Ave, Unit 1004	10	A	2	2	0		U-3		Yes		1,269	1.0387%	1.0387%							1.0387%
3201 Pacific Ave, Unit 1005	10	D	2	2	0		P1-22		Yes		1,262	1.0330%	1.0330%							1.0330%
3201 Pacific Ave, Unit 1006	10	E	2	2	0		U-1		Yes		1,246	1.0199%	1.0199%							1.0199%
3201 Pacific Ave, Unit 1007	10	D	2	2	0		P2-9	G-20	No		1,281	1.0485%	1.0485%							1.0485%
3201 Pacific Ave, Unit 1008	10	D	2	2	0		P2-26	G-17	Yes		1,298	1.0624%	1.0624%							1.0624%

3201 Pacific Ave, Unit 1101	11	A	2	2	2	0	P2-6		Yes	1,319	1.0796%	1.0796%
3201 Pacific Ave, Unit 1102	11	B	2 + Den	2	2	0	P1-1; U-45	G-15	Yes	1,704	1.3948%	1.3948%
3201 Pacific Ave, Unit 1103	11	C	1	1	0	U-52			No	911	0.7457%	0.7457%
3201 Pacific Ave, Unit 1104	11	A	2	2	0	U-4			Yes	1,269	1.0387%	1.0387%
3201 Pacific Ave, Unit 1105	11	D	2	2	0	P1-11			Yes	1,262	1.0330%	1.0330%
320 Pacific Ave, Unit 1106	11	E	2	2	0	U-8			Yes	1,246	1.0199%	1.0199%
3201 Pacific Ave, Unit 1107	11	D	2	2	0	P2-23; U- X 15	G-10		No	1,281	1.0485%	1.0485%
3201 Pacific	11	D	2	2	0	P2-19;			Yes	1,298	1.0624%	1.0624%

Ave, Unit 1108																				
3201 Pacific Ave, Unit 1201	12	Custom	2	2	0									Yes		2,235	1.8292%			1.8292%
3201 Pacific Ave, Unit 1203	12	Custom	2	2	0									Yes		1,686	1.3798%			1.3798%
3201 Pacific Ave, Unit 1204	12	A	2	2	0									Yes		1,273	1.0420%			1.0420%
3201 Pacific Ave, Unit 1205	12	D	2	2	0									Yes		1,264	1.0346%			1.0346%
3201 Pacific Ave, Unit 1206	12	E	2	2	0									Yes		1,248	1.0215%			1.0215%
3201 Pacific Ave, Unit 1207	12	D	2	2	0									No						
3201 Pacific Ave, Unit 1208	12	D	2	2	0									Yes		1,298	1.0624%			1.0624%

TOTALS										100.00000%	100.00000%
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*Fireplaces are optional and may be selected by a potential purchaser in their Purchase and Sale Agreement, but fireplaces do not otherwise come with the Unit.

** There will be several different floor plans for the Units; the square footage of each Unit and Limited Common Elements (e.g., decks) will vary. The floor plans for the Units are generally described as follows:

Plan “A”: Two bedrooms, two bathrooms, living/dining room, kitchen, utility room, and deck. There are several variations to this floor plan. The variations pertain to the size of the Unit, layout, and the deck.

Plan “B”: Two bedrooms, two bathrooms, den, living/dining room, kitchen, utility room, and deck. There are several variations to this floor plan. The variations pertain to the size of the Unit and the deck.

Plan “C”: One bedroom, one bathroom, living/dining room, kitchen, and deck, but no utility room. There are several variations to this floor plan. The variations pertain to the size of the Unit and the deck.

Plan “D”: Two bedrooms, two bathrooms, living/dining room, kitchen, utility, and deck. There are several variations to this floor plan. The variations pertain to the size of the Unit, layout, and the deck.

Plan “E”: Two bedrooms, two bathrooms, living/dining room, kitchen, utility room, and deck. This plan is handicap accessible. There is one variation of this plan pertaining to the size of the deck.

Plan “F”: Plan “F” only pertains to Unit 106, which has one bedroom, one bathroom, living/dining room, kitchen, and deck.

Units 1201 and 1203. There are two custom units on the twelfth floor. These units are currently planned to be designed as set forth on the attached floor plan, but may be modified at the request of the Purchaser of those Units.

*** The square footages shown are approximate.

****PI=Lower Level Covered Parking; P2=Upper Level Covered Parking; U=Uncovered Parking