CONDOMINIUM

RECORDING NO. 8006300413

NAME OF CONDO. CHANNEL PLACE PHASE II

VOLUME 44 PAGES 90 TO 92 INCL.

RURAL _____ SEC. _____ TWP. _____ RGE. _____

CITY OR TOWN BELLEVUE SEC. 9 TWP. 24 RGE. 5

GRANTORS McCambridge, E. Joseph + Katherine G.
Securities Intermountain Inc.

GRANTEE Bellevue, City of

NO. OF UNITS 12 FEE 25¢

DECLARATION NO. 8006300414

M./F. ____ K.E. INDEX ____

PHASE II

CHANNEL PLACE

A CONDOMINIUM

SECTION 9, TWP 24 NORTH, RGE 5 EAST, W.M.

KING COUNTY, WASHINGTON

8006300413

44/90-92

1#

DEDICATION

KNOW ALL MEN BY THESE PRESENTS that we, the undersigned owners in fee simple are all the possessors of the land herein described as PHASE II and declare this Survey Map and these plans and dedicate the same for Condominium purposes solely to meet the requirements of the Horizontal Property Regime Act for a survey map and to submit the property to the Act. The Survey Map and these Plans and any portion thereof are restricted by the law and the Declaration, Covenants, Conditions and Restrictions for this Condominium filed under King County Recording Number _____ on the _____ day of _____, 19 , in Volume _____, Pages _____.

Dated this 26 day of June, 1980

E. Joseph McCambridge — Katherine G. McCambridge

Securities Intermountain, Inc., An Oregon Corporation

ACKNOWLEDGMENTS

STATE OF WASHINGTON
COUNTY OF KING

This is to certify that on the 26th day of June, 19 , before me, the undersigned, a Notary Public, personally appeared VINCENT P. DeDONATO and AUDREY Curry the SR. VICE-PRES and ASST VICE PRES. respectively, of SECURITIES INTERMOUNTAIN INC. an Oregon corporation, to me known to be the individual(s) who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation. WITNESS my hand and offical seal the day and year first above written.

Jacqueline Nelson
Notary Public in and for the State of Washington residing at Woodinville

STATE OF WASHINGTON
COUNTY OF KING

This is to certify that on the 26th day of JUNE, 1980, before me, the undersigned, a Notary Public, personally appeared E. JOSEPH McCAMBRIDGE and KATHERINE G. McCAMBRIDGE, husband and wife, to me known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year first above written.

V. DeDonato
Notary Public in and for the State of Washington residing at Bellevue

SURVEYOR'S CERTIFICATE AND VERIFICATION

I hereby certify that this survey map for Phase II Channel Place, a Condominium, are based upon an actual survey of the property herein described, and the building as-built thereof; that the bearings and distances are correctly shown, and the property corners have been staked upon the ground, and that I have fully complied with the provisions of the Statutes governing condominiums.

Walter V. Swanson
Walter V. Swanson P.L.S.
Certificate No. 15041

WALTER V. SWANSON STATE OF WASHINGTON REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF WASHINGTON)
COUNTY OF KING) ss

Walter V. Swanson, being first duly sworn upon oath, desposes and says: I am the above named Land Surveyor. I have read the foregoing Land Surveyor's Certificate, know the contents thereof and believe the same to be true.

Walter V. Swanson

Subscribed and sworn to before me this 26th day of June, 1980

James E. Greene NOTARY PUBLIC STATE OF WASHINGTON JULY 15, 1980

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

ARCHITECT'S CERTIFICATE

I HEREBY CERTIFY that the plans of Phase II Channel Place, a Condominium, fully and accurately depicts the apartment numbers, dimensions and locations of the apartments as constructed for Buildings 1,2, and 3.

Ronald G. Viel

STATE OF WASHINGTON)
) ss.
COUNTY OF KING

Ronald G. Viel, being first duly sworn upon oath, deposes and says: I am the above named Registered Architect; I have read the foregoing Registered Architect's Certificate, know the contents thereof and believe the same to be true.

E. J. McCambridge

Notary Public in and for the State of Washington Residing at Bellevue

LEGAL DESCRIPTIONS

PHASE I

That portion of the southeast quarter of the southwest quarter of the Southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Washington described as follows:

Commencing at the southeast corner of said subdivision; thence N01°18'06"E along the east line thereof 30 feet to the north margin of S.E. 32nd Street and POINT OF BEGINNING; thence N01°18'06"E 190.01 feet to the south line of the north 108.16 feet of said subdivision; thence N88°12'05"W along said south line 203.02 feet to the west line of the east 203.01 feet of said subdivision; thence S01°18'06"W along said west line 189.64 feet to the north margin of said S.E. 32nd Street; thence S88°05'46"E along said north margin 203.02 feet to the POINT OF BEGINNING.

PHASE II

That portion of the east half of the southwest quarter of the southwest quarter of the northeast quarter of Section 9,Township 24 North, Range 5 East, W.M., in King County, Washington described as follows:

Commencing at the southeast corner of said subdivision; thence N01°18'06"E along the east line thereof 30 feet to the north margin of S.E. 32nd Street; thence N88°05'46"W along said north margin 203.02 feet to the west line of the east 203.01 feet of said subdivision; thence N01°18'06"E 189.64 feet to the south line of the north 108.16 feet of the south half of said subdivision; thence S88°12'05"E along said south line 27.01 feet to the west line of the east 176.00 feet of said subdivision; thence N01°18'06"E along said west line 108.16 feet to the north line of the south half of said subdivision; thence S88°12'05"E along said north line 59.00 feet to the west line of the east 117.00 feet of said subdivision; thence N01°18'06"E along said west line 116.96 feet to the south line of the north 211.00 feet of said subdivision; thence N88°18'22"W along said south line 162.35 feet to the east margin of 125th Ave. N.E. as conveyed to the City of Bellevue by deed recorded under Auditor's File No. 6314963; thence S01°16'42"W along said east margin 414.33 feet to the north margin of said S.E. 32nd St.; thence S88°05'46"E along said north margin 76.18 feet to the POINT OF BEGINNING.

Easement A

An easement for ingress and egress over the east 30 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The south 220.02 feet as measured on the east line of said subdivision.
EXCEPT the south 30.00 feet thereof for street purposes.

Easement B

An easement for ingress & egress over the west 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The east 203.01 feet as measured parallel to the east line of said subdivision;
Except the north 307.96 feet thereof.
Except the south 30.00 feet thereof for street purposes.

Easement C

An easement for ingress and egress over the south 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The north 307.96 feet of the west 7.00 feet of the East 183.01 feet as measured parallel to the east line of said subdivision.

Easement D

An easement for ingress, egress and utilities over the south 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The north 317.96 feet of the east 279.36 feet as measured parallel to the east line of said subdivision .
Except the east 117.00 feet thereof.

ASSESSOR'S CERTIFICATE

Examined and approved this 30 day of June, 1980
DEPARTMENT OF ASSESSMENTS

Harley H. Hoppe — King County Assessor
C. Martin — Deputy King County Assessor

RECORDING CERTIFICATE

Filed for record at the request of _____ this _____ day of _____, 19 , at _____ minutes past _____ and recorded in Volume _____ of Condominiums, Pages _____, Records of King County, Washington.

DEPARTMENT OF RECORDS AND ELECTIONS

Manager — Superintendent of Records

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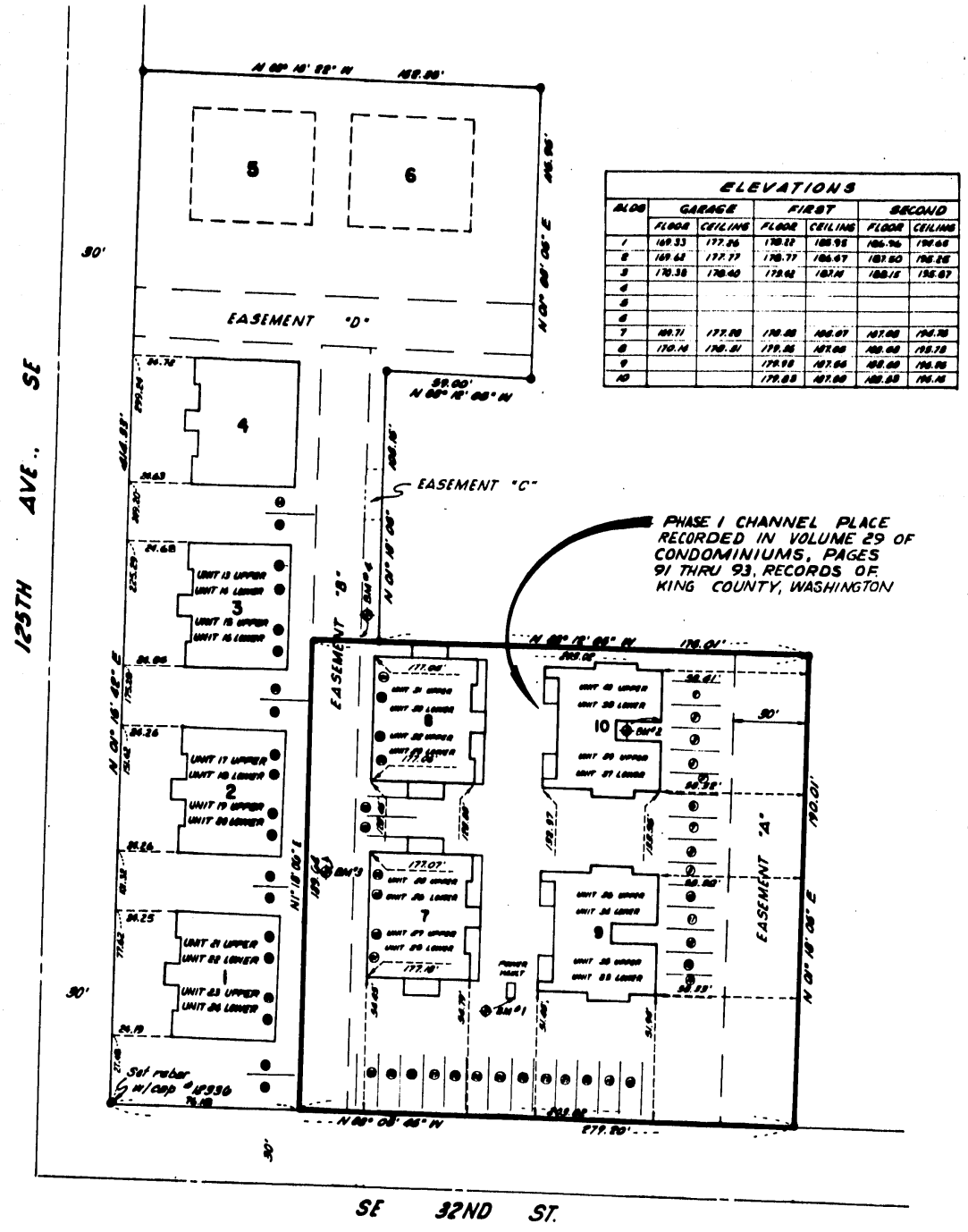
PHASE II

CHANNEL PLACE

A CONDOMINIUM

SECTION 9, TWP 24 NORTH, RGE 5 EAST, W.M.

KING COUNTY, WASHINGTON



ELEVATIONS

BLDG	GARAGE		FIRST		SECOND	
	FLOOR	CEILING	FLOOR	CEILING	FLOOR	CEILING
1	169.33	177.26	178.28	186.96	186.96	196.66
2	169.68	177.77	178.77	186.67	187.50	196.26
3	170.38	178.40	179.48	187.18	188.15	196.87
4						
5						
6						
7	166.71	177.28	178.28	186.97	187.08	196.78
8	170.14	178.81	179.18	187.68	188.08	196.78
9			179.98	187.66	188.68	196.98
10			179.88	187.68	188.58	196.18

SCALE: 1" = 60'

MERIDIAN SYSTEM & DATUM - K.C.A.S.

● - DENOTES EXISTING REBAR W/CAP # 7785.

ALL BUILDING TIES ARE MEASURED AT RIGHT ANGLES FROM THE PROPERTY LINES.

◈ BENCHMARK NO.1, TOP OF 3/4 COR. OF POWER VAULT. ELEV. 178.84

◈ BENCHMARK NO.2, TOP CORNER OF CONCRETE AT ENTRANCE. ELEV. 178.89.

⊕ DENOTES PARKING SPACE NO.

◈ BENCHMARK NO.3, TOP OF NW CORNER OF CATCH BASIN. ELEV. 168.08

◈ BENCHMARK NO.4, TOP OF NW CORNER OF CONCRETE WALK ELEV. 170.37

PHASE II

CHANNEL PLACE

A CONDOMINIUM

SECTION 9, TWP 24 NORTH, RGE 5 EAST, W. M.

KING COUNTY, WASHINGTON

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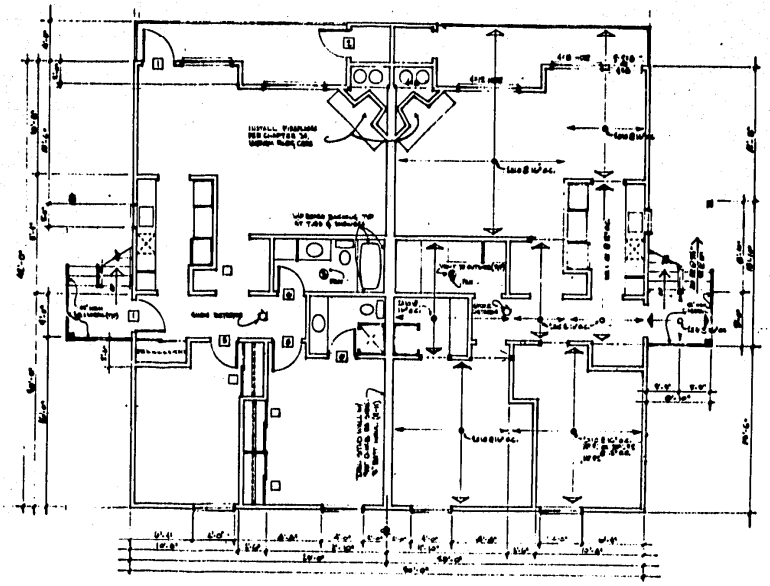

UPPER AND LOWER UNITS

BUILDINGS 1 THRU 6

NOTE:
PARTY WALLS 0.77 THICK.
EXTERIOR WALLS 0.58 THICK.

TRIAD ASSOCIATES

8006300414

CHANNEL PLACE, PHASE II
SUBSEQUENT PHASE CERTIFICATE

DECLARATION OF HORIZONTAL PROPERTY REGIME

KNOW ALL MEN BY THESE PRESENTS: That E. J. McCambridge and Katherine G. McCambridge, husband and wife, whose business and postoffice address is:

14250 S. E. Eastgate Way
Bellevue, Washington, 98007

do hereby submit the following property and the improvements thereon to the provisions of Chapter RCW 64.32, known as the Horizontal Property Regimes Act, and do hereby establish a Horizontal Property Regime with respect to said property, to be known as "CHANNEL PLACE PHASE II".

1. Ownership and Phased Development:

A. Ownership of Property: E. J. McCambridge and Katherine G. McCambridge, husband and wife, are the owners in fee of the real property more fully described in Exhibit A, attached hereto, and by reference included herein, which real estate, owned in fee simple title, is the subject of this Declaration.

B. Phased Development: Channel Place, a condominium, has heretofore been established as a condominium, as recorded in the records of King County, Washington, under Recorder's filing number 7903090645 with the Building Plans and Survey Map for said Declaration being recorded in Volume 29 of Condominiums, Page 92-94, records of King County, Washington, under Recorder's number 7903090644, and amendment thereto.

Said Declaration provided for development of the Condominium in two (2) phases, and described the real estate for Phase II, which is the same real estate referred to above and listed as Exhibit A, attached hereto. Said Channel Place Declaration provided that the Declarant may develop the Condominium into a subsequent phase by recording a Survey Map and Plans of the improvements and apartments added to the Condominium by the subsequent phase or phases, and recording a "Subsequent Phase Certificate", declaring that the Survey Map and Plans recorded therewith accurately depict as-built, all of the improvements and apartments included in the subsequent phase. Upon the recording of a "Subsequent Phase Certificate", the previously existing Channel Place Condominium shall be merged into and shall become a part of the subsequent phase, as a single-unified condominium. The Declaration,

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referred to above, provided that the "Subsequent Phase Certificate" shall establish the subsequent phases as a condominium and shall contain a schedule of the percentage of the undivided interest in the common areas and facilities appertaining to each apartment added to the condominium by the Subsequent Phase. Upon recordation of a "Subsequent Phase Certificate", the subsequent phase thereby established as part of the single-unified condominium, shall be subject to all of the terms, conditions, covenants, restrictions, and reservations set forth in the Channel Place Condominium, referred to above.

Channel Place, Phase II, as shown by the Engineer's Building Plans and Survey Map, concurrently filed herewith, depicts three (3) four-plex buildings, numbered 1, 2, and 3, each containing four (4) apartment units. Said Engineer's Survey Plan also depicts the location of an additional three (3) four-plex structures, numbered 4, 5, and 6 on said Engineer's Building Plans and Survey, to be constructed at a later time on the real estate described in Exhibit A, attached hereto, and to be located as shown on said Engineer's Building Plans and Survey Map.

An Amendment to this "Subsequent Phase Certificate" shall hereafter be made and executed by Declarant if and when the Declarant proceeds with the construction of all or any of said buildings No. 4, 5, and 6. If Declarant elects to proceed with said construction and to amend this "Subsequent Phase Certificate", the Declarant may do so by recording Survey Maps and Plans of the improvements and apartments added to this Condominium Phase II by the subsequent construction and recording an Amendment to this "Subsequent Phase Certificate", declaring that the Survey Map and Plans recorded therewith, accurately depict as-built, all of the improvements and apartments included in said subsequent construction. Upon the recording of an Amendment to this "Subsequent Phase Certificate", the previously existing Condominium shall be merged into and shall become a part of the subsequent phase as a single-unified condominium. The Amendment to the "Subsequent Phase Certificate" shall establish the subsequent phase as a unified part of this condominium, and shall contain a revised schedule of the percentage of undivided interest in the common areas and facilities appertaining to each apartment added to the condominium by the "Subsequent Phase Certificate" and the Amendment thereto, and shall revise the percentage of undivided interest in the common areas and facilities appertaining to the entire Channel Place Condominium, including Channel Place, Phase II and the original Channel Place Condominium. Upon recordation of the Amendment to this "Subsequent Phase Certificate", the subsequent phase and its amendment shall

all be established as a part of the single unified Channel Place Condominium, and the entire overall condominium shall be subject to all of the terms, conditions, covenants, restrictions and reservations set forth herein for the first phase of Channel Place Condominium, as originally recorded under Recorder's number 7903090645, and the Engineer's Building Plans and Survey Map therefor filed for record with the Recording Department of King County, recorded in Volume 29 of Condominiums, pages 92-94, records of King County, under Recorder's number 7903090644, and amendment thereto.

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Declarant, and its successors or assigns, shall be the proxy and have authority, coupled with an interest to act for and in the name of each owner of each apartment unit within Channel Place and the "Subsequent Phase Certificate" thereof, to execute such documents and to do any and all things necessary for the sole and exclusive purpose of accomplishing the expansion of Phase I by the addition of the subsequent phase and amendment thereto, and submission to the Act under the initial Declaration and Regime of Channel Place, including without limitation, executing the "Subsequent Phase Certificate" and amendment thereto, Plans, Maps and Surveys of the subsequent phase, and amendment thereto, and Declaration of Submission to the Act, and any amendment to this Declaration, which is limited to effecting the expansion under this Declaration. The appointment as proxy and delegation of authority to act as Attorney-in-fact shall be irrevocable and is a consideration of all conveyances by Declarant, and shall constitute a covenant running with the land until two (2) years from date of this "Subsequent Phase Certificate".

2. Description of Buildings: Channel Place Phase II consists of three (3) wood-frame construction two-story buildings each containing four (4) two-bedroom apartments. Each of the total of twelve (12) apartments contains two bathrooms, a fireplace, washer/dryer, kitchen disposal, dishwasher, refrigerator, and electric range. Heating is by separately metered electricity. As shown by the Engineer's Building Plans and Survey, filed simultaneously with this Declaration, one (1) covered parking garage is provided for each apartment, with eight (8) additional uncovered parking stalls available for allocation by the Declarant for the twelve (12) apartment units contained in Phase II, as constructed. Each apartment also has a balcony for the second floor apartment, or a lanai for the first floor apartment. Exact location of each apartment is shown on Engineer's Building Plans and

Survey Map, referred to above, and incorporated herein by reference.

Access to ground floor apartments from the immediate common area is by private entry door directly from the common area. Second floor access is by private entry door directly from stairway common area.

The Building Plans and Survey Map, required by RCW 64.32.100 have been filed for record with the Recording Department of King County, Washington, simultaneously with the filing of this Declaration, and have been recorded in Volume 44 of Condominiums, Pages 90-92, Records of King County, Washington, under Recorder's Receiving No. 8006300413

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Water will be provided on a common meter basis to the Homeowners Association and the water system on the utility side will be maintained by the City of Bellevue. Electric utility services will be maintained by the individual owners of the apartments in the condominium.

The description of apartments, assigned parking spaces, approximate square footage, valuation, and percentage of undivided interest in common areas is set forth on Exhibit B to this "Subsequent Phase Certificate".

3. Boundary Lines: The respective apartments and parking areas shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, the floors, and ceilings surrounding each of them, or any pipes, wires, conduits, or other utility lines running through them which are utilized for or serve more than one unit, the same being deemed common elements, as hereinafter provided. Each apartment shall be deemed to include all the walls and partitions, floors and ceilings within its perimeter walls, including plaster, paint, wallpaper, or the like, carpeting, floor covering, and built-in fixtures.

4. Common and Limited Common Areas:

A. Common Areas: The common elements include:

(a) The land submitted to the Horizontal Property Regime;

(b) The roofs, foundations, studding, joists, beams, supports, main walls (excluding non-bearing interior partitions of apartments if any), and all other structural parts of the buildings, to the interior perimeter walls, floors, ceilings, windows and doors;

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(c) Chimneys and pipes, wires, conduits, and other fixtures and equipment for utilities, and in general all apparatus and installations existing for common use or which serve more than one apartment;

(d) Walkways, landscaped areas, ramps, and driveways and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

B. Limited Common Areas: Limited common areas as shown on the Engineer's Building Survey Plans are reserved for the exclusive use of the apartments to which they are adjacent or assigned and consist of:

(a) Balcony or lanai areas, as shown on the Engineer's Plans;

(b) Parking area as specified in Exhibit B, and as shown on Engineer's Building Plans and Survey. The parking spaces finally assigned to each apartment will be considered limited common areas; the exclusive right to the use thereof shall be reserved to the apartments to which such parking spaces are assigned, as hereinafter provided. Until parking spaces are assinged to apartments (or as guest parking) the exclusive right to the use of such parking is retained by Declarant, as appurtenant to, as limited common areas for, the apartments remaining in Declarant's control or ownership, and such parking spaces and the exclusive right to the use thereof may subsequently be transferred by sale, lease, or rental by Declarant, its successors or assigns, to other apartments, or the owners or occupants thereof until finally assigned to a specific apartment, or if not so assigned within one (1) year after recordation of this "Subsequent Phase Certificate", shall be designated as common parking by Declarant, and after any designation as common parking, such parking spaces shall be for the uses determined by the Board of the Association and shall be maintained at Association's expense and for Association's benefit.

Sale of all parking spaces to apartments may be made by Declarant, with reference to the parking space numbering system shown in the Survey Map and Plans, in the deed or instrument constituting the first

conveyance of, or evidencing the first sale of, any apartment. Declarant may record as an amendment to this "Subsequent Phase Certificate", a schedule showing additional sales of parking spaces and such amendment shall require only the signatures of Declarants.

Each apartment will initially be assigned one parking space, and may be assigned one or more other parking spaces by lease or purchase. One parking space shall remain indivisable from the apartment to which it is assigned, but it may be leased or rented to other residents of this Condominium. The transfer of title of the apartment to which such space is assigned or its conveyance by foreclosure will automatically terminate any such lease or rental agreement.

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5. Percentage of Undivided Interest in the Common Elements: The percentage of undivided interest in the common elements appertaining to each apartment in Channel Place, both Phase I and Phase II, is as follows:

Apartment No:		Percentage of Undivided Interest in the Common Elements:	Proposed Sale Price Valuation:
	21	3.572	$ 50,000.00
Building	22	3.572	50,000.00
No. 1:	23	3.572	50,000.00
	24	3.572	50,000.00
	17	3.572	50,000.00
Building	18	3.572	50,000.00
No. 2:	19	3.572	50,000.00
	20	3.572	50,000.00
	13	3.572	50,000.00
Building	14	3.572	50,000.00
No. 3:	15	3.572	50,000.00
	16	3.572	50,000.00
	25	3.571	50,000.00
Building	26	3.571	50,000.00
No. 7:	27	3.571	50,000.00
	28	3.571	50,000.00

	29	3.571	50,000.00
Building	30	3.571	50,000.00
No. 8:	31	3.571	50,000.00
	32	3.571	50,000.00
	33	3.571	50,000.00
Building	34	3.571	50,000.00
No. 9:	35	3.571	50,000.00
	36	3.571	50,000.00
	37	3.571	50,000.00
Building	38	3.571	50,000.00
No. 10:	39	3.571	50,000.00
	40	3.571	50,000.00
Total:	28 aparts.	100.000 %	$1,400,000.00

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The above valuations do not necessarily reflect the amount for which an apartment will be sold by Declarant, or others.

In the event an Amendment to this "Subsequent Phase Certificate" is hereafter made and Buildings, 4, 5, and 6, or any of them, are constructed, as shown on the Engineer's Building Plans and Survey Map, and made a part of this "Subsequent Phase Certificate", all of the common areas and facilities of Channel Place, and the "Subsequent Phase Certificate" shall be for the use and enjoyment of the entire condominium, and all of the apartment owners in the condominium shall share in the subsequent expense of maintaining, repairing and replacing them as may be necessary.

In the event an Amendment to this "Subsequent Phase Certificate" is hereafter made, said expansion will be limited to a total of twelve (12) additional apartment units. When and if, the condominium is expanded by such an Amendment to this "Subsequent Phase Certificate", the percentage of undivided interest in the common elements appertaining to each apartment in the entire condominium will be re-adjusted by dividing the value of each apartment, as specified in the Amendment to the "Subsequent Phase Certificate" by the total value of the property in the entire condominium, and Declarants shall amend the above Paragraph 5 to show the value of and the adjusted percentage of undivided interest in the common areas for each apartment in the total condominium, as developed in such subsequent expanded phase.

The valuation for said additional twelve (12) apartment units in Buildings, 4, 5, and 6, as shown on the Engineer's Building Plans and Survey Map will be $50,000.00 each, for a total of $600,000.00, and the percentage of undivided interest of each of the total forty (40) apartments in the common elements will be reduced to 2.5 %.

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6. Inclusion of All Covenants, Conditions and Restrictions of Channel Place Declaration of Horizontal Property Regime in "Subsequent Phase Certificate":

All of the remaining clauses, terms, conditions, and restrictions, as set forth in the Declaration of Horizontal Property Regime for Channel Place, as recorded under King County Recorder's file number 7903090645, and amendment thereto, are included and made a part hereof by this reference.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed this 26 day of June, 1980.

E. J. McCambridge, husband

Katherine G. McCambridge, wife

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 26 day of June, 1980, before me, a Notary Public in and for the State of Washington, personally appeared E. J. McCambridge and Katherine G. McCambridge, husband and wife, who stated under oath that they are the owners of the herein described real property and that they signed the above and foregoing "Subsequent Phase Certificate" of Channel Place Condominium for Phase II, and acknowledged that they did so as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year first above written.

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

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EXHIBIT B.

DESCRIPTION OF APARTMENTS, ASSIGNED PARKING SPACES, APPROXIMATE SQUARE FOOTAGE, VALUATION, AND PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS:

Apartment No.:		Assigned Parking Space No:	Approx. Square Footage:	Valuation:	Percentage Interest in Common Area:
	21	45	993	$50,000.00	3.572 %
Building	22	46	993	50,000.00	3.572 %
No. 1:	23	44	993	50,000.00	3.572 %
	24	43	993	50,000.00	3.572 %
	17	51	993	50,000.00	3.572 %
Building	18	52	993	50,000.00	3.572 %
No. 2:	19	50	993	50,000.00	3.572 %
	20	49	993	50,000.00	3.572 %
	13	57	993	50,000.00	3.572 %
Building	14	58	993	50,000.00	3.572 %
No. 3:	15	56	993	50,000.00	3.572 %
	16	55	993	50,000.00	3.572 %
	25	31	993	50,000.00	3.571 %
Building	26	34	993	50,000.00	3.571 %
No. 7:	27	32	993	50,000.00	3.571 %
	28	33	993	50,000.00	3.571 %
	29	37	993	50,000.00	3.571 %
Building	30	40	993	50,000.00	3.571 %
No. 8:	31	39	993	50,000.00	3.571 %
	32	38	993	50,000.00	3.571 %
	33	13	938	50,000.00	3.571 %
Building	34	11	938	50,000.00	3.571 %
No. 9:	35	12	938	50,000.00	3.571 %
	36	10	938	50,000.00	3.571 %
	37	4	938	50,000.00	3.571 %
Building	38	2	938	50,000.00	3.571 %
No. 10:	39	3	938	50,000.00	3.571 %
	40	1	938	50,000.00	3.571 %
Totals:	28 Apts	28 Parking areas	27,364 Square ft.	$1,400,000.00	100.000 %

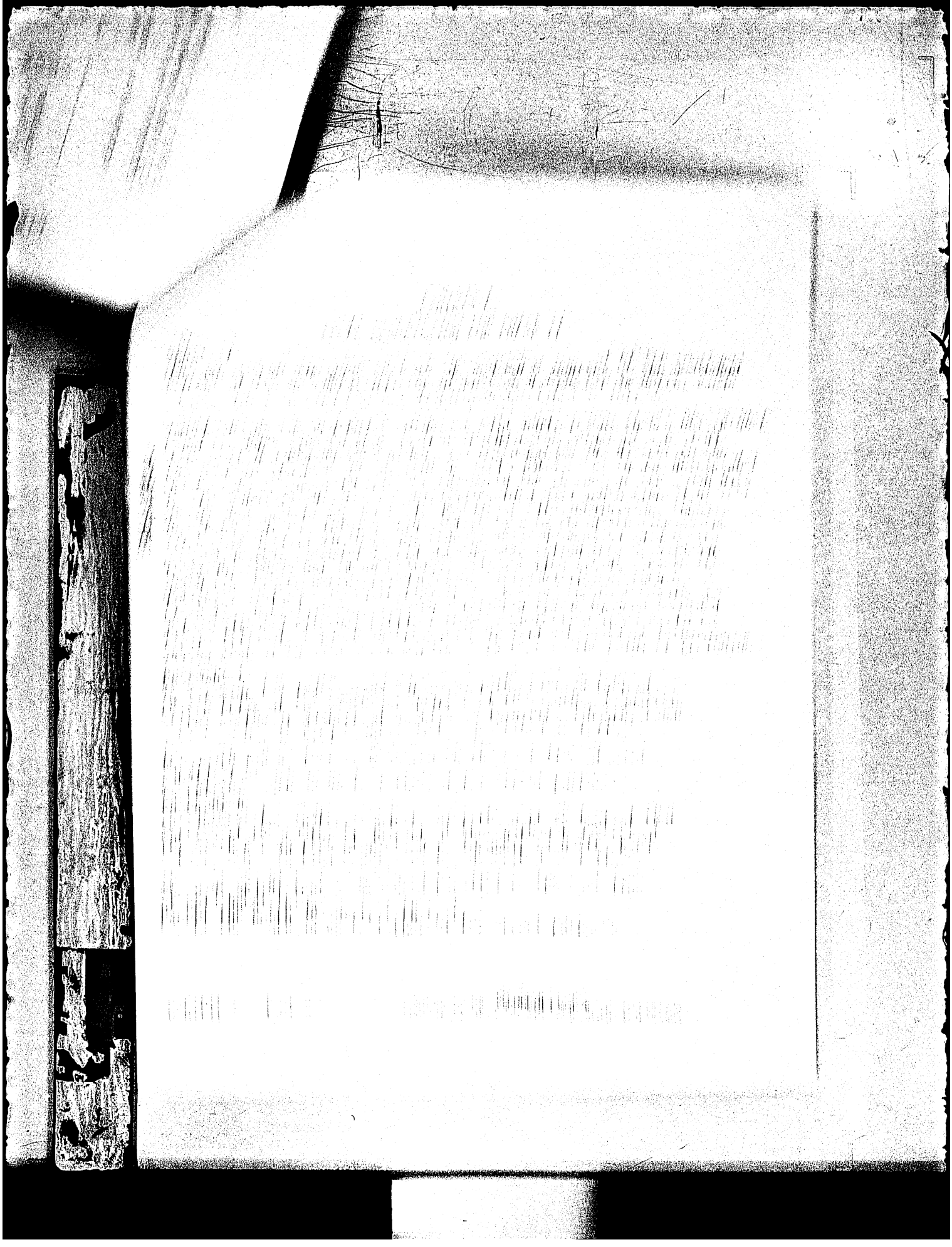

EXHIBIT A.

LEGAL DESCRIPTION FOR PHASE II

PHASE II

That portion of the east half of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Washington described as follows:

Commencing at the southeast corner of said subdivision; thence N01°18'06"E along the east line thereof 30 feet to the north margin of S.E. 32nd Street; thence N88°05'46"W along said north margin 203.02 feet to the west line of the east 203.01 feet of said subdivision; thence N01°18'06"E 189.64 feet to the south line of the north 108.16 feet of the south half of said subdivision; thence S88°12'05"E along said south line 27.01 feet to the west line of the east 176.00 feet of said subdivision; thence N01°18'06"E along said west line 108.16 feet to the north line of the south half of said subdivision; thence S88°12'05"E along said north line 59.00 feet to the west line of the east 117.00 feet of said subdivision; thence N01°18'06"E along said west line 116.96 feet to the south line of the north 211.00 feet of said subdivision; thence N88°18'22"W along said south line 162.35 feet to the east margin of 125th Ave. N.E. as conveyed to the City of Bellevue by deed recorded under Auditor's File No. 6314963; thence S01°16'42"W along said east margin 414.33 feet to the north margin of said S.E. 32nd St.; thence S88°05'46"E along said north margin 76.18 feet to the POINT OF BEGINNING.

8006300414

Easement A

An easement for ingress and egress over the east 30 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The south 220.02 feet as measured on the east line of said subdivision.
EXCEPT the south 30.00 feet thereof for street purposes.

Easement B

An easement for ingress & egress over the west 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The east 203.01 feet as measured parallel to the east line of said subdivision;
Except the north 307.96 feet thereof.
Except the south 30.00 feet thereof for street purposes.

RECORDER'S NOTES:
PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING

Easement C

An easement for ingress and egress over the south 20 feet of that portion of tl. southwest quarter of the southwest quarter of the northeast qua.ter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The north 387.96 feet of the west 7.00 feet of the East 183.01 feet as measured parallel to the east line of said subdivision.

Easement D

An easement for ingress, egress and utilities over the south 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The north 317.96 feet of the east 279.36 feet as measured parallel to the east line of said subdivision .
Except the east 117.00 feet thereof.

8006300414

RECORDER'S NOTES:
PORTIONS OF THIS DOCUMENT POOR QUALITY FOR FILMING

RECORDED THIS DAY
JUN 30 10 02 AM '80
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

CONDOMINIUM

RECORDED THIS DAY
Dec 29 1 53 PM '80
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

RECORDING NO. 8012290491

NAME OF CONDO. Channel place

VOL. 50 PGE. 49 TO 51 INCL.

RURAL _____ SEC. _____ TWP. _____ RGE. _____

CITY OR TOWN Bellevue SEC. 9 TWP. 24 RGE. 5

RECORDING COST:	FEES:
1. NO. OF UNITS 40	$25.00
2. DECLARATION REC. NO. 8012290492	$13.00

SHEET SIZE ✓

NAME DUPLICATION ✓

DESCRIPTION, TITLE, SURV., CERT. ✓

REG LAND no

GRANTORS: McCambridge, E. Joseph & Katherine G.
Securities Intermountain Inc

GRANTEE Bellevue City of

8012290491
VOL 50 PG. 49-51

AMENDMENT TO PHASE II
CHANNEL PLACE
A CONDOMINIUM
SECTION 9, TWP 24 NORTH, RGE 5 EAST, W. M.
KING COUNTY, WASHINGTON

DEDICATION

KNOW ALL MEN BY THESE PRESENTS the undersigned declarant of Channel Place Phases I and 2 as herein described declare this Survey Map and these plans and dedicate the same for Condominium purposes solely to meet the requirements of the Horizontal Property Regime Act for a survey Map and to submit the property to the Act. The Survey Map and these Plans and any portion thereof are restricted by the law and the Declaration, Covenants, Conditions and Restrictions for this Condominium filed under King County Recording Number _____ on the _____ day of _____, 19 , in Volume _____, Pages _____.

Dated this _____ day of _____, 19 .

E. Joseph McCambridge — Katherine G. McCambridge

Securities Intermountain, Inc., An Oregon Corporation

ACKNOWLEDGMENTS

STATE OF WASHINGTON
COUNTY OF KING

This is to certify that on the 22nd day of December, 1980, before me, the undersigned, a Notary Public, personally appeared Vincent P. Donlin and Frederick S. Bowman the 1st Vice Pres and Vice Pres respectively, of Securities Intermountain Inc an Oregon corporation, to me known to be the individual(s) who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and the seal affixed (if any) is the corporate seal of said corporation. WITNESS my hand and offical seal the day and year first above written.

Notary Public in and for the State of Washington residing at Redmond

STATE OF WASHINGTON
COUNTY OF KING

This is to certify that on the 22nd day of December 1980, before me, the undersigned, a Notary Public, personally appeared E. Joseph McCambridge and Katherine G. McCambridge husband and wife, to me known to be the individuals who executed the within dedication and acknowledged to me that they signed and sealed the same as their voluntary act and deed for the uses and purposes therein mentioned. WITNESS my hand and official seal the day and year first above written.

Notary Public in and for the State of Washington residing at Bellevue

SURVEYOR'S CERTIFICATE AND VERIFICATION

I hereby certify that this survey map for AMENDMENT TO PHASE II, CHANNEL PLACE, a Condominium, are based upon an actual survey of the property herein described, and the building as-built thereof; that the bearings and distances are correctly shown, and the property corners have been staked upon the ground, and that I have fully complied with the provisions of the Statutes governing condominiums.

WALTER V. SWANSON, P.L.S.
Certificate No. 15041

WALTER V. SWANSON STATE OF WASHINGTON REGISTERED PROFESSIONAL LAND SURVEYOR

STATE OF WASHINGTON)
COUNTY OF KING) ss

Walter V. Swanson, being first duly sworn upon oath, desposes and says: I am the above named Land Surveyor. I have read the foregoing Land Surveyor's Certificate, know the contents thereof and believe the same to be true.

Subscribed and sworn to before me this 19 day of December, 1980.

JAMES F. GREENE NOTARY PUBLIC STATE OF UTAH COMMISSION EXPIRES

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

ARCHITECT'S CERTIFICATE

I HEREBY CERTIFY that the plans of CHANNEL PLACE a Condominium, fully and accurately depicts the apartment numbers, dimensions and locations of the apartments as constructed.

STATE OF WASHINGTON)
) ss.
COUNTY OF KING

Ronald G. Vigil, being first duly sworn upon oath, deposes and says; I am the above named Registered Architect; I have read the foregoing Registered Architect's Certificate, know the contents thereof and believe the same to be true.

Notary Public in and for the State of Washington Residing at Bellevue

LEGAL DESCRIPTIONS

PHASE I

That portion of the southeast quarter of the southwest quarter of the Southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Washington described as follows:

Commencing at the southeast corner of said subdivision; thence N01°18'06"E along the east line thereof 30 feet to the north margin of S.E. 32nd Street and POINT OF BEGINNING; thence N01°18'06"E 190.01 feet to the south line of the north 108.16 feet of said subdivision; thence N88°12'05"W along said south line 203.02 feet to the west line of the east 203.01 feet of said subdivision; thence S01°18'06"W along said west line 189.64 feet to the north margin of said S.E. 32nd Street; thence S88°05'46"E along said north margin 203.02 feet to the POINT OF BEGINNING.

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Commencing at the southeast corner of said subdivision; thence N01°18'06"E along the east line thereof 30 feet to the north margin of S.E. 32nd Street; thence N88°05'46"W along said north margin 203.02 feet to the west line of the east 203.01 feet of said subdivision; thence N01°18'06"E 189.64 feet to the south line of the north 108.16 feet of the south half of said subdivision; thence S88°12'05"E along said south line 27.01 feet to the west line of the east 176.00 feet of said subdivision; thence N01°18'06"E along said west line 108.16 feet to the north line of the south half of said subdivision; thence S88°12'05"E along said north line 59.00 feet to the west line of the east 117.00 feet of said subdivision; thence N01°18'06"E along said west line 116.96 feet to the south line of the north 211.00 feet of said subdivision; thence N88°18'22"W along said south line 162.35 feet to the east margin of 125th Ave. N.E. as conveyed to the City of Bellevue by deed recorded under Auditor's File No. 6314963; thence S01°16'42"W along said east margin 414.33 feet to the north margin of said S.E. 32nd St.; thence S88°05'46"E along said north margin 76.18 feet to the POINT OF BEGINNING.

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An easement for ingress and egress over the east 30 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The south 220.02 feet as measured on the east line of said subdivision.
EXCEPT the south 30.00 feet thereof for street purposes.

Easement B

An easement for ingress & egress over the west 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The east 203.01 feet as measured parallel to the east line of said subdivision;
Except the north 307.96 feet thereof.
Except the south 30.00 feet thereof for street purposes.

Easement C

An easement for ingress and egress over the south 20 feet of that portion of tl. southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

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Easement D

An easement for ingress, egress and utilities over the south 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The north 317.96 feet of the east 279.36 feet as measured parallel to the east line of said subdivision .
Except the east 117.00 feet thereof.

ASSESSOR'S CERTIFICATE

Examined and approved this 29th day of December, 1980.
DEPARTMENT OF ASSESSMENTS

Harley H. Hoppe — King County Assessor
J. T. Schumacher — Deputy King County Assessor

RECORDING CERTIFICATE

Filed for record at the request of _____ this _____ day of _____, 19 , at _____ minutes past _____ and recorded in Volume _____ of Condominiums, Pages _____, Records of King County, Washington.

DEPARTMENT OF RECORDS AND ELECTIONS

Manager — Superintendent of Records

TRIAD ASSOCIATES

AMENDMENT TO PHASE II

CHANNEL PLACE

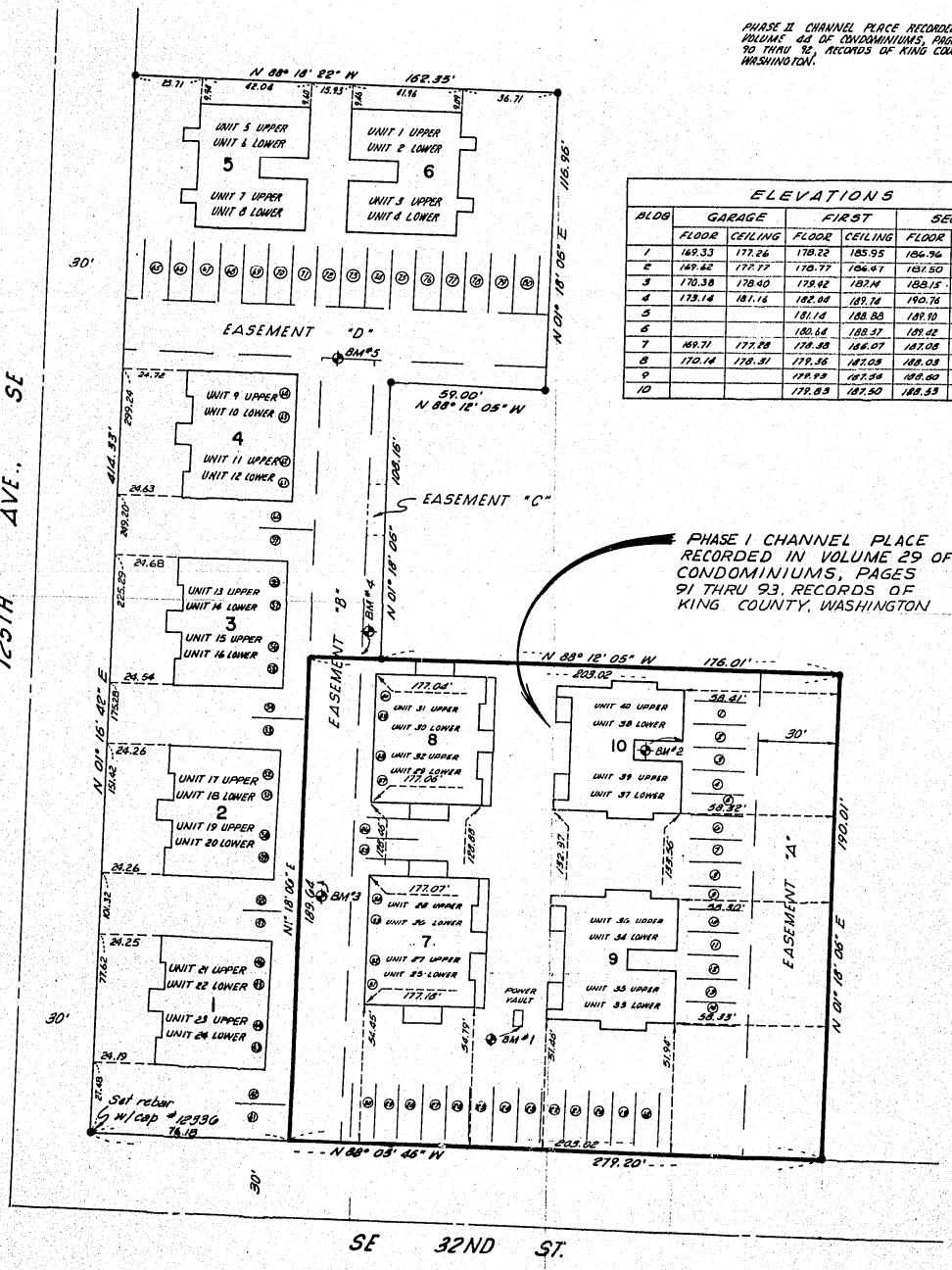
A CONDOMINIUM

SECTION 9, TWP 24 NORTH, RGE 5 EAST, W. M.

KING COUNTY, WASHINGTON

8012290491
VOL 50 Pg. 49-51

PHASE II CHANNEL PLACE RECORDED IN VOLUME 44 OF CONDOMINIUMS, PAGES 90 THRU 92, RECORDS OF KING COUNTY, WASHINGTON.



ELEVATIONS						
BLDG	GARAGE		FIRST		SECOND	
	FLOOR	CEILING	FLOOR	CEILING	FLOOR	CEILING
1	169.33	177.26	178.22	185.95	186.96	194.65
2	169.62	177.77	178.77	186.41	187.50	195.25
3	170.38	178.40	179.42	187.14	188.15	195.87
4	173.14	181.16	182.04	189.74	190.76	198.48
5			181.14	188.88	189.90	197.61
6			180.64	188.37	189.42	197.17
7	169.71	177.28	178.38	186.07	187.08	194.76
8	170.14	178.31	179.36	187.09	188.08	195.73
9			179.93	187.96	188.60	196.26
10			179.83	187.50	188.53	196.16

SCALE: 1" = 30'

MERIDIAN SYSTEM & DATUM - K.C.A.S.

● - DENOTES EXISTING REBAR W/CAP # 7785.

ALL BUILDING TIES ARE MEASURED AT RIGHT ANGLES FROM THE PROPERTY LINES.

BENCHMARK NO.1, TOP OF SE COR. OF POWER VAULT. ELEV. 178.54

BENCHMARK NO.2, TOP CORNER OF CONCRETE AT ENTRANCE. ELEV. 178.39.

(#) DENOTES PARKING SPACE NO.

BENCHMARK NO.3, TOP OF NW CORNER OF CATCH BASIN. ELEV. 168.08

BENCHMARK NO.4, TOP OF NW. CORNER OF CONCRETE WALK ELEV. 170.37

BENCHMARK NO.5, TOP OF S.E. CORNER OF CATCH BASIN. ELEV. 176.92

TRIAD ASSOCIATES

AMENDMENT TO PHASE II

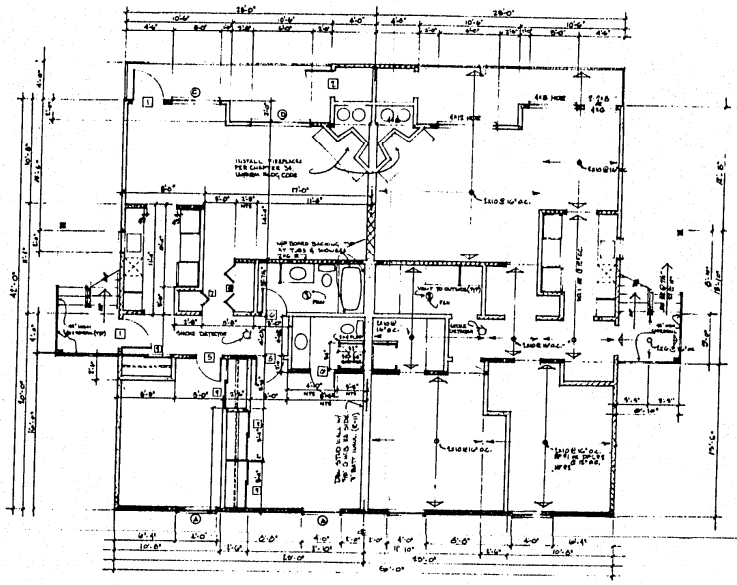
CHANNEL PLACE

A CONDOMINIUM

SECTION 9, TWP 24 NORTH, RGE 5 EAST, W. M.
KING COUNTY, WASHINGTON

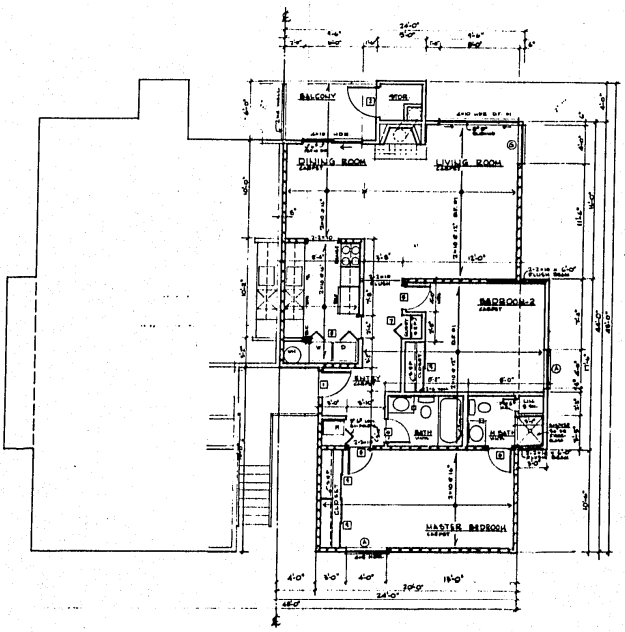
8012290491
Vol 50 Pg. 49-51

UPPER AND LOWER UNITS
BUILDING 4



NOTE:
PARTY WALLS 0.77 FT THICK
EXTERIOR WALLS 0.33 FT THICK

UPPER AND LOWER UNITS
BUILDINGS 5 AND 6



Red: Rev 12/11/80

RECORDED THIS DAY
Dec 29 2 01 PM '80
BY THE DIVISION OF
RECORDS & ELECTIONS
KING COUNTY

CHANNEL PLACE
PHASE II

AMENDMENT TO SUBSEQUENT PHASE CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS that E. J. McCambridge and Katherine G. McCambridge, husband and wife, whose business and postoffice address is:

14250 S. E. Eastgate Way
Bellevue, Washington 98007

do hereby submit the following improvements on the property herein described to the provisions of Chapter RCW 64.32, known as the Horizontal Property Regimes Act, and do hereby establish a Horizontal Property Regime with respect to said property to be known as "Amendment to Subsequent Phase Certificate of Channel Place Phase II".

1. Declarant and Phased Development:

A. Declarant: E. J. McCambridge and Katherine G. McCambridge, husband and wife, are the Declarants herein of this Amendment to Subsequent Phase Certificate.

B. Phased Development: Channel Place, a condominium, has heretofore been established as a condominium, as recorded in the records of King County, Washington, under Recorder's file number 7903090645 with the Building Plans and Survey Map for said Declaration being recorded in Volume 29 of Condominiums, pages 92-94, records of King County, Washington, under Recorder's file number 7903090644.

Said Declaration provided for the development of the Condominium in two (2) phases, and described real estate of Phase II, which is the same real estate referred to above and listed as Exhibit A, attached hereto. Said Channel Place Declaration provided that the Declarant may develop the condominium into a subsequent phase by recording a Survey Map and Plans of the improvements and apartments added to the condominium by the Subsequent Phase or Phases and recording a "Subsequent Phase Certificate", declaring that the Survey Map and Plans recorded therewith accurately depict as-built, all of the improvements and apartments included in the subsequent phase. Pursuant thereto, a Subsequent Phase Certificate was

8012290452

FILED FOR RECORD AT REQUEST OF
PIONEER NATL TITLE INS. CO.
719 SECOND AVENUE
SEATTLE, WA 98104

80/12/29 #0492 E
RECD F 13.00
CASHSL ***13.00
11

filed under King County Auditor's file number 8006300414, together with simultaneous filing of the Survey Map and Plans of said subsequent phase, recorded in Volume 44 of Condominiums, pages 90-92, records of King County, Washington, under Recorder's file number 8006300413.

Said "Subsequent Phase Certificate" which depicted three (3) four-plex buildings, numbered 1, 2, and 3, each containing four apartment units, also depicted the location of an additional three (3) four-plex structures, numbered 4, 5, and 6 on said Engineer's Building Plans and Survey, to be constructed at a later time on the real estate described in Exhibit A, attached hereto, said "Subsequent Phase Certificate" provided for an Amendment to be made and executed by the Declarant if and when the Declarant proceeded with the construction of all or any of said buildings numbered 4, 5, and 6.

8012290492

This Amendment to Subsequent Phase Certificate is therefore made upon the completion of construction of said buildings numbered 4, 5, and 6, and the "Subsequent Phase Certificate" is hereby amended by the simultaneous recording of the Survey Maps and Plans of the improvements and apartments added to the Condominium Phase II by this subsequent construction of said buildings numbered 4, 5, and 6. Said Survey Maps and Plans recorded herewith, accurately depict as-built, all of the improvements and apartments included in said subsequent construction.

Upon the recording of this Amendment to Subsequent Phase Certificate, the previously existing Condominium shall be merged into and shall become a part of the Subsequent Phase as a single unified condominium. The revised percentage of undivided interest in the common areas and facilities appertaining to the entire Channel Place Condominium, including Channel Place, Phase II, and the original Channel Place Condominium, as modified by this Amendment to Subsequent Phase Certificate, is set forth herein in Paragraph 5.

2. Description of Buildings: Channel Place, Phase II Amendment to Subsequent Phase Certificate consists of three (3) wood-frame construction two story buildings each containing four (4) two-bedroom apartments. Each of the total of twelve (12) apartments contains two bathrooms, a fireplace, washer/dryer, kitchen disposal, dishwasher, refrigerator, and electric range. Heating is by separately metered electricity. As shown by the Engineer's Building Plans and Survey, filed simultaneously with this Amendment to Subsequent Phase Certificate,

one covered parking garage is provided for each apartment, with eight additional uncovered parking stalls available for allocation by the Declarant for the twelve apartment units contained in this Amendment to Subsequent Phase Certificate for Buildings numbered 4, 5, and 6. Each apartment also has a balcony for the second floor apartment, or a lanai for the first floor apartment. Exact location of each apartment is shown on Engineer's Building Plans and Survey Map, referred to above, and incorporated herein by reference.

8012290492

Access to ground floor apartments from immediate common area is by private entry door directly from the common area. Second floor access is by private entry door directly from stairway common area.

The Buildings Plans and Survey Map, required by RCW 64.32.100 have been filed for record with the Recording Department of King County, Washington, simultaneously with the filing of this Amendment to Subsequent Phase Certificate and have been recorded in Volume 50 of Condominiums, pages 49-51, records of King County, Washington, under Recorder's receiving no. 8012290491

Water will be provided on a common meter basis to Homeowners Association and the water system on the utility side will be maintained by the City of Bellevue. Electric utility services will be maintained by the individual owners of the apartments in the Condominium.

The description of apartments, assigned parking spaces, approximate square footage, valuation, and percentage of undivided interest in common areas is set forth on Exhibit B to this Amendment to Subsequent Phase Certificate.

3. Boundary Lines: The respective apartments and parking areas shall not be deemed to include the undecorated or unfinished surfaces of the perimeter walls, the floors, and ceilings surrounding each of them, or any pipes, wires, conduits, or other utility lines running through them which are utilized for or serve more than one unit, the same being deemed common elements, as hereinafter provided. Each apartment shall be deemed to include all walls and partitions, floors and ceilings within its perimeter walls, including plaster, paint, wallpaper, or the like, carpeting, floor-covering and built-in fixtures.

4. Common and Limited Common Areas:

A. Common Areas: The common elements include:

(a) The land submitted to the Horizontal Property Regime;

(b) The roofs, foundations, studding, joists, beams, supports, main walls (excluding

non-bearing interior partitions of apartments if any), and all other structural parts of the buildings, to the interior perimeter walls, floors, ceilings, windows, and doors;

(c) Chimneys and pipes, wires, conduits, and other fixtures and equipment for utilities, and in general all apparatus and installations existing for common use or which serve more than one apartment;

(d) Walkways, landscaped areas, ramps, and driveways and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

B. Limited Common Areas: Limited common areas as shown on the Engineer's Building Survey Plans are reserved for the exclusive use of the apartments to which they are adjacent or assigned and consist of:

(a) Balcony or lanai areas, as shown on the Engineer's Plans;

(b) Parking area as specified in Exhibit B, and as shown on Engineer's Building Plans and Survey. The parking spaces finally assigned to each apartment will be considered limited common areas; the exclusive right to the use thereof shall be reserved to the apartments to which such parking spaces are assigned, as hereinafter provided. Until parking spaces are assigned to apartments (or as guest parking), the exclusive right to the use of such parking is retained by Declarant, as appurtenant to, as limited common areas for, the apartments remaining in Declarant's control or ownership, and such parking spaces and the exclusive right to the use thereof may subsequently be transferred by sale, lease, or rental by Declarant, its successors or assigns, to other apartments, or the owners or occupants thereof until finally assigned within one (1) year after recordation of this "Subsequent Phase Certificate", shall be designated as common parking by Declarant, and after any designation as common parking, such parking spaces shall be for the uses determined by the Board of the Association and shall be maintained at Association's expense and for Association's benefit.

80122904?2

8012290492

Sale of all parking spaces to apartments may be made by Declarant, with reference to the parking space numbering system shown in the Survey Map and Plans, in the deed or instrument constituting the first conveyance of, or evidencing the first sale of, any apartment. Declarant may record as an amendment to this "Subsequent Phase Certificate", a schedule showing additional sales of parking spaces and such amendment shall require only the signatures of Declarants.

Each apartment will initially be assigned one parking space, and may be assigned one or more other parking spaces by lease or purchase. One parking space shall remain indivisable from the apartment to which it is assigned, but it may be leased or rented to other residents of this Condominium. The transfer of title of the apartment to which such space is assigned or its conveyance by foreclosure will automatically terminate any such lease or rental agreement.

5. Percentage of Undivided Interest in the Common Elements: The percentage of undivided interest in the common elements appertaining to each apartment in Channel Place, both Phase I, Phase II, Subsequent Phase, and Amendment to Subsequent Phase is as follows:

Apartment No:		Percentage of Undivided Interest in the Common Elements:	Proposed Sale Price Valuation:
Building No. 1:	21	2.5 %	$ 50,000.00
	22	2.5 %	50,000.00
	23	2.5 %	50,000.00
	24	2.5 %	50,000.00
Building No. 2:	17	2.5 %	50,000.00
	18	2.5 %	50,000.00
	19	2.5 %	50,000.00
	20	2.5 %	50,000.00
Building No. 3:	13	2.5 %	50,000.00
	14	2.5 %	50,000.00
	15	2.5 %	50,000.00
	16	2.5 %	50,000.00
Building No. 4:	9	2.5 %	50,000.00
	10	2.5 %	50,000.00
	11	2.5 %	50,000.00
	12	2.5 %	50,000.00

8012290432

	5	2.5 %	50,000.00
Building	6	2.5 %	50,000.00
No. 5:	7	2.5 %	50,000.00
	8	2.5 %	50,000.00
	1	2.5 %	50,000.00
Building	2	2.5 %	50,000.00
No. 6:	3	2.5 %	50,000.00
	4	2.5 %	50,000.00
	25	2.5 %	50,000.00
Building	26	2.5 %	50,000.00
No. 7:	27	2.5 %	50,000.00
	28	2.5 %	50,000.00
	29	2.5 %	50,000.00
Building	30	2.5 %	50,000.00
No. 8	31	2.5 %	50,000.00
	32	2.5 %	50,000.00
	33	2.5 %	50,000.00
Building	34	2.5 %	50,000.00
No. 9:	35	2.5 %	50,000.00
	36	2.5 %	50,000.00
	37	2.5 %	50,000.00
Building	38	2.5 %	50,000.00
No. 10:	39	2.5 %	50,000.00
	40	2.5 %	50,000.00
Total	40 apartments	100.0 %	$2,000,000.00

The above valuations do not necessarily reflect the amount for which an apartment will be sold by Declarant, or others.

The above percentage of undivided interest in the common elements reflects the changes made and authorized in Paragraph 5 of the Subsequent Phase Certificate for Channel Place Phase II.

6. Inclusion of All Covenants, Conditions and Restrictions of Channel Place Declaration of Horizontal Property Regime in "Subsequent Phase Certificate" and "Amended Subsequent Phase Certificate": All of the remaining clauses, terms, conditions and restrictions, as set forth in the Declaration of Horizontal Property Regime for Channel Place, as recorded under King County Auditor's file No. 7903090645,

and subsequent amendments thereto, including the Subsequent Phase Certificate Declaration filed under Auditor's file No. 8006300414, simultaneously with Engineer's Survey Map in Volume 44 of Condominiums, pages 90-92, under Auditor's receiving No. 8006300413, are included and made a part hereof by this reference.

IN WITNESS WHEREOF, the Declarants have caused this instrument to be executed this 24th day of December, 1980.

E. J. McCambridge, husband

Katherine G. McCambridge, wife

STATE OF WASHINGTON)
) SS.
COUNTY OF KING)

On this 24 day of December, 1980, before me, a Notary Public in and for the State of Washington, personally appeared E. J. McCambridge and Katherine G. McCambridge, husband and wife, who stated under oath that they are the owners of the herein described real property and that they signed the above and foregoing Amendment to Subsequent Phase Certificate of Channel Place Condominium for Phase II, and acknowledged that they did so as their free and voluntary act and deed for the uses and purposes therein set forth.

GIVEN under my hand and official seal the day and year first above written.

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

EXHIBIT A

Legal Description
Phase I

Eastgate Realty
77-212

That portion of the southeast quarter of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Washington described as follows:

Commencing at the southeast corner of said subdivision; thence N01°18'06"E along the east line thereof 30 feet to the north margin of S.E. 32nd Street and POINT OF BEGINNING; thence N01°18'06"E 190.01 feet to the south line of the north 108.16 feet of said subdivision; thence N88°12'05"W along said south line 203.02 feet to the west line of the east 203.01 feet of said subdivision; thence S01°18'06"W along said west line 189.64 feet to the north margin of said S.E. 32nd Street; thence S88°05'46"E along said north margin 203.02 feet to the POINT OF BEGINNING.

9412290492

Legal Description
Phase II

Eastgate Realty
77-212

That portion of the east half of the southwest quarter of the southwest quarter of the northeast quarter of Section 9,Township 24 North, Range 5 East, W.M., in King County, Washington described as follows:

Commencing at the southeast corner of said subdivision; thence N01°18'06"E along the east line thereof 30 feet to the north margin of S.E. 32nd Street; thence N88°05'46"W along said north margin 203.02 feet to the west line of the east 203.01 feet of said subdivision; thence N01°18'06"E 189.64 feet to the south line of the north 108.16 feet of the south half of said subdivision; thence S88°12'05"E along said south line 27.01 feet to the west line of the east 176.00 feet of said subdivision; thence N01°18'06"E along said west line 108.16 feet to the north line of the south half of said subdivision; thence S88°12'05"E along said north line 59.00 feet to the west line of the east 117.00 feet of said subdivision; thence N01°18'06"E along said west line 116.96 feet to the south line of the north 211.00 feet of said subdivision; thence N88°18'22"W along said south line 162.35 feet to the east margin of 125th Ave. N.E. as conveyed to the City of Bellevue by deed recorded under Auditor's File No. 6314963; thence S01°16'42"W along said east margin 414.33 feet to the north margin of said S.E. 32nd St.; thence S88°05'46"E along said north margin 76.18 feet to the POINT OF BEGINNING.

Exhibit A.

Easement Descriptions for Eastlake Realty

#77-212
12-16-77
KJS

8012290492

Easement A

An easement for ingress and egress over the east 30 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The south 220.02 feet as measured on the east line of said subdivision.
EXCEPT the south 30.00 feet thereof for street purposes.

Easement B

An easement for ingress & egress over the west 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The east 203.01 feet as measured parallel to the east line of said subdivision;
Except the north 307.96 feet thereof.
Except the south 30.00 feet thereof for street purposes.

Easement C

An easement for ingress and egress over the south 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The north 387.96 feet of the west 7.00 feet of the East 183.01 feet as measured parallel to the east line of said subdivision.

Easement D

An easement for ingress, egress and utilities over the south 20 feet of that portion of the southwest quarter of the southwest quarter of the northeast quarter of Section 9, Township 24 North, Range 5 East, W.M., in King County, Wash., described as follows:

The north 317.96 feet of the east 279.36 feet as measured parallel to the east line of said subdivision .
Except the east 117.00 feet thereof.

EXHIBIT B.

DESCRIPTION OF APARTMENT, ASSIGNED PARKING SPACES, APPROXIMATE SQUARE FOOTAGE, VALUATION, AND PERCENTAGE OF UNDIVIDED INTEREST IN THE COMMON AREAS:

Apartment No.		Assigned Parking Space No.:	Approx. Square Footage:	Valuation	Percentage Interest in Common Area:
	21	45	993	$ 50,000.00	2.5 %
Building	22	46	993	50,000.00	2.5 %
No. 1:	23	44	993	50,000.00	2.5 %
	24	43	993	50,000.00	2.5 %
	17	51	993	50,000.00	2.5 %
Building	18	52	993	50,000.00	2.5 %
No. 2:	19	50	993	50,000.00	2.5 %
	20	49	993	50,000.00	2.5 %
	13	57	993	50,000.00	2.5 %
Building	14	58	993	50,000.00	2.5 %
No. 3:	15	56	993	50,000.00	2.5 %
	16	55	993	50,000.00	2.5 %
	9	63	993	50,000.00	2.5 %
Building	10	64	993	50,000.00	2.5 %
No. 4:	11	62	993	50,000.00	2.5 %
	12	61	993	50,000.00	2.5 %
	5	71	960	50,000.00	2.5 %
Building	6	70	960	50,000.00	2.5 %
No. 5:	7	69	960	50,000.00	2.5 %
	8	68	960	50,000.00	2.5 %
	1	74	960	50,000.00	2.5 %
Building	2	75	960	50,000.00	2.5 %
No. 6:	3	76	960	50,000.00	2.5 %
	4	77	960	50,000.00	2.5 %
	25	31	993	50,000.00	2.5 %
Building	26	34	993	50,000.00	2.5 %
No. 7:	27	32	993	50,000.00	2.5 %
	28	33	993	50,000.00	2.5 %
	29	37	993	50,000.00	2.5 %
Building	30	40	993	50,000.00	2.5 %
No. 8:	31	39	993	50,000.00	2.5 %
	32	38	993	50,000.00	2.5 %

8012290492

	33	13	938	50,000.00	2.5 %
Building	34	11	938	50,000.00	2.5 %
No: 9	35	12	938	50,000.00	2.5 %
	36	10	938	50,000.00	2.5 %
	37	4	938	50,000.00	2.5 %
Building	38	2	938	50,000.00	2.5 %
No. 10:	39	3	938	50,000.00	2.5 %
	40	1	938	50,000.00	2.5 %
Totals:	40 Apts.	40 Parking areas	39,016 Square Feet	$2,000,000.00	100.0 %

8012290492

VIACOM CABLEVISION
(8914 Roosevelt Way N. E.)
P. O. Box 25029
Northgate Station
Seattle, WA 98125

COMMERCIAL RIGHT OF ENTRY AGREEMENT
(INDIVIDUAL RATES)

Viacom Cablevision
8914 Roosevelt Way NE,P.O. Box 25029
(NGate Sta) Seattle, Wa 98125
(206)527-5320

8362011153

AGREEMENT dated this 25 day of October ,1982 , by and between VIACOM CABLEVISION (henceforth CABLEVISION), and Channel Place Homeowners (henceforth OWNER).

1. OWNER hereby grants to CABLEVISION, the exclusive right to install, own, operate and maintain a Community Antenna Television System (hereinafter refered to as "CATV SYSTEM"), within and for the residents of the apartment or condominium building(s) consisting of 40 units, located at 12500 BLK & S.E. 32 in the City of Bellevue
(Street Address)
State of Washington (legal description hereto and incorporated herein by this reference):

Channel Place Condominiums

¼NE, SEC 9, T 24, R 5

OWNER shall provide,without charge to CABLEVISION, adequate space and electricity, and right of access for installation,maintenance,sales and disconnects for the CATV SYSTEM.

2. CABLEVISION shall install,own and maintain the CATV SYSTEM in the building(s) described above. The ownership of all parts of the CATV SYSTEM, except wiring and conduit actually installed in the building(s) or underground by the OWNER, shall be and remain, the personal property of CABLEVISION.

3. The residents of the building(s) shall be given the option to subscribe and will be charged and billed individually, for connection to the CATV SYSTEM, the normal monthly rate and connection charge for the CATV SYSTEM.

4. CABLEVISION shall carry and maintain liability insurance towards injury, accident and property damage that may be caused to person(s), the grounds, the building(s), or their contents as a result of installation or operation of this system.

5. The term of this Agreement shall be for ten years, renewable at the option of CABLEVISION for an additional term of ten years, provided, however, CABLEVISION may terminate this Agreement without prior notice to OWNER if CABLEVISION is unable to install or maintain the CATV SYSTEM because of any governmental law, rule, or regulation, or due to any other cause beyond the reasonable control of CABLEVISION.

6. This Agreement supersedes all previous agreements, if any, between the parties.

7. The benefits and obligations of this Agreement shall be considered as a covenant running with the land, and shall inure to and be binding upon the successors, assigns, heirs and personal representatives of the parties.

IN WITNESS WHEREOF, the parties executed this Agreement the date first above written.

VIACOM CABLEVISION

BY James A. Stewart Jr.

TITLE Area Manager

OWNER

BY Herald T. Doppler

TITLE President, Channel Place Assoc.

Owner: Please print or type the name and title of the individual signing this agreement.

83/02/01 #1153 E
RECD F 3.00
CASHSL ****3.00

STATE OF WASHINGTON

COUNTY OF King

On this 2nd day of Nov. ,1982, before me, the undersigned, a Notary Public in and for the State of Washington, duly commisioned and sworn, personally appeared ~~James A. Stewart Jr.~~ and Herald T. Doppler to me known to be the individuals that executed the within and foregoing instrument and acknowledged deed, for the uses and purposes therein mentioned.

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

RECORDED THIS DAY
FEB 1 2 22 PM '83
BY THE DIVISION OF
RECORDS & ELECTIONS

Patricia L Miller
NOTARY PUBLIC in and for the
State of Washington

AFTER RECORDING, RETURN TO:
Barker • Martin, P.S.
719 - 2nd Avenue, Suite 1200
Seattle, WA 98104

FIRST AMENDMENT TO THE DECLARATION FOR CHANNEL PLACE, A CONDOMINIUM

GRANTOR(S):	CHANNEL PLACE COMMUNITY CLUB, a Washington nonprofit corporation
GRANTEE(S):	CHANNEL PLACE COMMUNITY CLUB, a Washington nonprofit corporation; THE GENERAL PUBLIC
LEGAL DESCRIPTION:	CHANNEL PLACE COMMUNITY CLUB, PER THAT CERTAIN DECLARATION OF HORIZONTAL PROPERTY REGIME RECORDED AT KING COUNTY RECORDER'S NO. 7903090645, AS AMENDED OF RECORD, COUNTY OF KING, STATE OF WASHINGTON
TAX PARCEL NO.:	151580-0000
REFERENCE NOS. OF RELATED DOCUMENTS:	7903090645; 7903090644

DEPARTMENT OF ASSESSMENTS
Examined and approved this 6TH day of MARCH 2014
LLOYD HARA
Assessor
Deputy Assessor

FIRST AMENDMENT
TO THE DECLARATION FOR
CHANNEL PLACE, A CONDOMINIUM

WHEREAS, on March 9, 1979, a certain CHANNEL PLACE DECLARATION OF HORIZONTAL PROPERTY REGIME, was recorded in the real property records of King County at King County Recorder' ("KCR") No. 7903090645 (the "Declaration"), and a Survey Map and Plans was recorded contemporaneously therewith at KCR No. 7903090644 (the "Survey Map"), thereby submitting the real property legally described in the Declaration and Survey Map to the Washington Horizontal Property Regimes Act, Chapter 64.32 of the Revised Code of Washington (RCW 64.32 et seq., as amended), and creating CHANNEL PLACE, A CONDOMINIUM (the "Condominium"); and

WHEREAS, a subsequent phase was added by recordation of a Phase Certificate recorded at KCR No. 8006300414, which phase is reflected in the Phase II Survey Map recorded at KCR no. 8006300413; and

WHEREAS, the Board of Directors (the "Board") believe the amendments herein are in the best interests of the Association, and the Board and the members of the Channel Place Community Club (the "Association") desire to amend the Declaration as set forth herein; and

WHEREAS, consistent with Declaration Section 11 and applicable law, not less than a majority of the members of the Board approved this Declaration amendment prior to its adoption by members, and caused the text of the amendment to be submitted to members of the Association for their consideration and adoption by written consent. The undersigned Board officers attest that not less than seventy-five percent (75%) of the total votes in the Association consented in writing to the amendments herein; and

WHEREAS, pursuant to the Declaration, including but not limited to Section 26(B), all mortgagees that requested notice of amendments to the Declaration, if any, were sent notice of this amendment by certified or registered mail return receipt requested, and after thirty (30) days, not less than fifty-one percent (51%) of such mortgagees have expressly or impliedly consented to the amendments herein; and

NOW THEREFORE, the undersigned officers of the Association certify and attest the Declaration to have been amended in the following particulars:

[Where indicated, double-underline denotes additions, ~~strikethrough~~ denotes deletions]

A. Section 6.1 of the Declaration is hereby amended as follows:

6.1 ~~With the exception of a lender in possession of a Condominium Unit following a default in a first mortgage, a foreclosure proceeding or any deed or other arrangement in lieu of foreclosure, n~~No unit owner shall be permitted to lease his unit for transient or hotel purposes. No unit owner may lease less than the entire unit. Any lease agreement shall be required to provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration and the By-Laws and that any failure by the lessee to comply with the terms of

such documents shall be a default under the lease. No lease may be for less than one (1) week. ~~Ohter than the foregoing, there is no restriction on the right of any unit owner to lease his unit, except that no lease may be for less than one (1) week.~~

(A) Approval to Lease. An owner who desires to rent his or her apartment shall first submit a written request to the Board or managing agent. The Board shall act with reasonable expedience and grant consent to lease if the rental would not cause the aggregate number of leased apartments at the Condominium to exceed 20% (the "Rental Ceiling").

(B) Waiting List. Should an owner be unable to rent their apartment because of the rental ceiling, the Board shall place that owner's name on a rental waiting list and then notify owners, in the order their names appear on the list, when additional rentals are available under the rental ceiling. An owner must respond to the Board or managing agent within fifteen (15) days of such notification should they choose to lease their apartment. Should said owner choose not to lease their apartment at that time, said owner will remain at the top of the list and will receive two (2) additional opportunities to lease as space becomes available. Should said owner still choose not to lease when given three opportunities to do so, that owner will be moved to the bottom of the waiting list. Should an owner receive notification that he or she may lease their apartment and notifies the Board or managing agent of their desire to do so, said owner shall have 60 days to enter into a lease agreement. If that owner fails to do so in this time, that owner shall lose their opportunity to lease and shall be placed at the end of the waiting list.

(C) Related Party. "Related party" means spouse, registered domestic partner, half or whole brother or sister, parent, son or daughter or stepson or stepdaughter, aunt, uncle, niece or nephew, or first cousin. Occupancy of an apartment by a related party shall not count toward the Rental Ceiling.

(D) Hardship. Where, on written application from an owner, the Board determines that a hardship exists whereby the requesting owner would suffer serious harm by virtue of the rental ceiling, and where the Board further determines that a variance from the policies contained therein would not detrimentally affect the approval of the Condominium for secondary mortgage market financing, lender approval or VA or FHA approval, the Board may, in its discretion and in consideration of all factors it deems prudent, grant said owner a hardship exception and allow that owner to rent his or her apartment for a temporary period of up to twelve (12) months. Additional periods may be considered on a case-by-case basis. Leases approved under this hardship exception are required to comply with all other provisions of the Declaration. Leases approved under this hardship exception shall not count toward the Rental Ceiling.

(E) Mortgagees. The Association shall not withhold consent to lease apartments from a mortgagee, Secretary of HUD, institutional holder or servicer in possession of an apartment following a default in a mortgage or deed of trust (or foreclosure or deed in lieu of the same), where such mortgagee, institutional holder or servicer first obtains possession subsequent to the date of recording of this Amendment, merely because the rental would cause the number of non-owner occupied apartments to exceed the Rental Ceiling.

B. Section 10 of the Declaration is hereby amended as follows:

10. Assessments, Charges and Taxes: Except as specifically provided in this Declaration for common expenses that may be assessed directly to one or more, but fewer than all, apartments, ~~E~~each owner shall pay prorata, as set forth in Section 5, all common area assessments, charges, and expenses of every kind and nature in the manner provided in this Declaration or in the Deed or in the By-Laws, provided; (1) that each owner or occupant of any unit shall bear the charges, whether for taxes, utilities, and other expenses as may be separately charged or assessed against each apartment, as provided by law; (2) to the extent that any common expense is caused by the misconduct of any apartment owner, the Association may assess that expense against the owner's apartment; (3) any common expense or portion thereof benefitting fewer than all the apartments may be assessed exclusively against the apartments benefitted, provided it is reasonably practicable to calculate same; and (4) the costs of insurance may be assessed in proportion to risk, provided it is reasonably practicable to calculate same.

The Association of Owners, hereinafter described, shall endeavor to prepare a reserve study and maintain an adequate reserve fund in accordance with the provisions of RCW 64.34.380-.392, as those laws may be amended from time to time, for maintenance repairs, and replacement of those common elements that must be replaced on a periodic basis, and such reserve shall be funded by monthly assessments. ~~Additionally, unless otherwise established by the Developer, the Association of Owners will establish a working capital fund for the initial months of operation of this Condominium Project equal to a minimum amount of two months estimated common area charge for each apartment unit.~~

~~Any lien which the Association of Owners may have on any apartment unit for the payment of said assessments will be subordinate to the lien or security interest of any first mortgage on said unit recorded prior to the date any such common expense assessment shall become due.~~

See Section 20 herein for details of management for said common expenses and assessments.

C. Section 16 of Declaration is hereby deleted in its entirety and replaced as follows:

16. Mortgagee Protection:

A. Percentage of Eligible Mortgagees. Wherever in this Declaration the approval or consent of a specified percentage of Mortgagees is required, it shall have the same meaning as in RCW 64.34.272, and only the approval or consent in writing of Eligible Mortgagees holding first lien mortgages on apartments shall be required, and the percentage shall be based upon the votes attributable to apartments with respect to which Eligible Mortgagees have an interest.

B. Notice of Actions. The Association shall give prompt written notice to each Eligible Mortgagee of, and each apartment owner hereby consents to, and authorizes the giving of notice of:

(1) Any condemnation loss or any casualty loss which affects a material portion of the Condominium or any apartment in which there is a first mortgage held, insured, or guaranteed by such Eligible Mortgagee, as applicable;

(2) Any delinquency in the payment of common expense assessments owed by an apartment owner whose apartment is subject to a first mortgage held, insured, or guaranteed, by such Eligible Mortgagee, which remains uncured for a period of sixty (60) days;

(3) Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and

(4) Any proposed action which would require the consent of a specified percentage of Eligible Mortgagees as specified in Section 16(C) of this Section. Where notice is required to be given to an Eligible Mortgagee, such notice shall be provided by certified or registered mail, "return receipt requested".

C. Consent and Notice Required.

(1) Document Changes. Notwithstanding any lower requirement permitted by this Declaration or the Condominium Act, no amendment of any material provision of the Declaration described in this subsection may be effective without notice to all Eligible Mortgagees, as required by Section 16(B)(4) above, and approval in writing by Eligible Mortgagees who represent at least 51% (or any greater Eligible Mortgagee approval required by this Declaration) of the votes of apartments that are subject to mortgages held by Eligible Mortgagees. A change to any of the following would be considered material:

(a) Voting rights;

(b) Increases in assessments that raise the previously assessed amount by more than 25%, assessment liens or priority of assessment liens;

(c) Reductions in reserves for maintenance, repair and replacement of Common Elements;

(d) Responsibility for maintenance and repairs;

(e) Reallocation of interests in the common elements or limited common elements, or rights to their use, except that when limited common elements are reallocated by agreement between apartment owners, only those apartment owners and only the eligible

mortgagees holding mortgages in such apartments need approve such action;

(f) Redefinitions of boundaries of apartments, except that when boundaries of only adjoining apartments are involved, or when an apartment is being lawfully subdivided by its owner pursuant to this Declaration and the Condominium Act, then only those apartment owners and the Eligible Mortgagees holding mortgages in such apartment or apartments must approve such action;

(g) Convertibility of apartments into common elements or common elements into apartments;

(h) Expansion or contraction of the Condominium, or the addition, annexation or withdrawal of property to or from the Condominium;

(i) Hazard or fidelity insurance requirements;

(j) Imposition of any restrictions on the leasing of apartments;

(k) Imposition of any restrictions on an apartment owner's right to sell or transfer his or her apartment;

(l) Restoration or repair of the project after damage or partial condemnation in a manner other than that specified in the Condominium Instruments;

(m) Any provision that expressly benefits mortgage holders, insurers, or guarantors.

D. Actions. Notwithstanding any lower requirement permitted by this Declaration or the Condominium Act, the Association may not take any of the following actions without notice to all Eligible Mortgagees mailed as required by Section 16(B)(4) above and approval in writing by Eligible Mortgagees who represent at least 51% (or the percentage indicated below, if different) of the votes of apartments that are subject to mortgages held by Eligible Mortgagees:

(a) Any action to abandon or terminate the legal status of the Condominium after condemnation or substantial destruction.

(b) Any action to abandon or terminate the legal status of the Condominium for reasons other than substantial destruction or condemnation, as to which a sixty-seven percent (67%) Eligible Mortgagee approval is required.

(c) Abandon, partition, subdivide, encumber, sell, transfer or convey the common elements or any portion thereof, as to which the approval of Owners to which at least eighty percent (80%) of the votes in the Association are allocated is required under the Condominium Act. The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the Association will not be deemed a transfer within the meaning of this clause;

(d) The restoration or repair of the Condominium after hazard damage, as to which the approval of Owners to which at least eighty percent (80%) of the votes in the Association are allocated is required, or after a partial condemnation, in a manner other than specified in the Declaration or at law.

(e) The merger of the Condominium with any other common interest community..

E. Implied Approval by Mortgagee. The failure of an Eligible Mortgagee or Insurer to respond within thirty (30) days to any written request of the Association delivered by certified or registered mail, "return receipt requested" for approval of an amendment to the Condominium Instruments, wherever Eligible Mortgagee or Insurer approval is required, shall constitute an implied approval of the addition or amendment.

F. Inspection of Books; Audited Financial Statements; Attendance and Meetings. Owners, potential purchasers, and holders, insurers, and guarantors of first Mortgages on any apartment ("Interested Parties") shall be entitled to inspect current copies of the Declaration, Bylaws, and any other rules concerning the Condominium and the books, records, and financial statements of the Association during normal business hours and under other reasonable circumstances. Upon the written request of the Interested Parties, the Association shall provide such parties with an audited financial statement for the preceding fiscal year if an audited statement is available. The audited financial statement shall be available within one hundred twenty (120) days of the Association's fiscal year-end. The Interested Parties shall be allowed to have an audited financial statement prepared for the preceding fiscal year at their expense if the Condominium contains fewer than fifty (50) apartments and such audited statement is not available. Upon the written request from any of the agencies or corporations which has an interest or perspective interest in the Condominium, the Association shall prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year. Any representative of an Eligible Mortgagee or may attend and address any meeting which an apartment owner may attend.

G. Appointment of Trustee. In the event of casualty damage or destruction under Section 22 or condemnation of all or a portion of the Condominium, any Eligible Mortgagee may require that such proceeds be payable to a Trustee established to distribute the funds as required under this Declaration and the law.

H. Limitations on Mortgagees Rights. No requirement for approval contained in this Section 16 may operate to (1) deny or delegate control over the general administrative affairs of the Association by the apartment owners or the Board of Directors, or (2) prevent the Association or the Board of Directors from commencing, intervening in, or settling any litigation or proceeding, or receiving and distributing any insurance proceeds except pursuant to RCW 64.34.352.

D. Section 18(E) of the Declaration is hereby amended as follows:

E. The board, for the benefit of the Condominium and the owners, shall enforce the provisions of this Declaration and of the By-Laws, shall have all powers and authority permitted to the Board under the Horizontal Property Regimes Act, the Washington Condominium Act at RCW 64.34.304(1), and the Declaration, and shall acquire and pay for out of the common expense fund hereinafter provided for, all goods and services requisite for the proper functioning of the Condominium, including but not limited to the following:

[*Except as provided below, the remainder of Section 18(E) is unchanged by this Amendment*]

E. Section 18(E)(9) of the Declaration is hereby amended as follows:

(9) The Board's power hereinabove enumerated shall be limited in that the Board shall have no authority to acquire and pay for out of the maintenance fund capital additions and improvements (other than for purposes of restoring, maintaining, repairing or replacing portions of the common areas) having a total cost in excess of Five thousand dollars ($5,000.00), without first obtaining the affirmative vote of the owners holding a majority of the voting power present or represented at a meeting called for such purpose, or if no such meeting is held, then the written consent of voting owners having a majority of the voting power; provided that any expenditure or contract for capital additions or improvements (other than for purposes of restoring, maintaining, repairing or replacing portions of the common areas) in excess of Fifty thousand dollars ($50,000.00) must be approved by owners having not less than seventy-five percent (75%) of the voting power.

F. Section 18(E)(12) of the Declaration is hereby amended as follows:

(12) The Board may, from common funds of the Association, acquire and hold in the name of the Association, for the benefit of the owners, tangible and intangible personal property and real property and interests therein, and may dispose of the same by sale or otherwise; and the beneficial interest in such property shall be owned by the owners in the same proportion as their respective interest in the common areas, and such property shall thereafter be held, sold, leased, rented, mortgaged or otherwise dealt with for the benefit of the common fund of the Association as the Board may direct. Other than for purposes of restoring, maintaining, repairing or replacing portions of the common areas, ~~T~~the

Board shall not~~, however, in any case~~ acquire real property or personal property valued in excess of Five thousand dollars ($5,000.00) by lease or purchase except upon a majority vote of the apartment owners.

G. A new Section 18(E)(15) shall be added to the Declaration as follows:

(15) Authority to Borrow and Pledge, Transfer or Assign Assessments and Assets as Collateral. In the discharge of its duties the Board shall have the right, power and authority to borrow funds from banks, other financial institutions, lenders, vendors and/or contractors to pay for maintenance, repairs, replacements, reconstruction, alterations, additions or improvements to the Condominium, or for such other purposes as the Board shall deem to be in the best interests of the Association. To complement this power and authority to borrow, the Board, on behalf of the Association, shall have the right to assign, transfer or pledge Association assets including, but not limited to, future income and assessments (including the Association's right to receive and collect regular and special assessments), to banks, other financial institutions, lenders, and/or contractors as security for funds borrowed.

H. Section 19(G) of the Declaration is hereby amended as follows:

G. Limited common areas, although the use thereof may be regulated under provisions of this Declaration or the By-Laws or rules, are for the sole and exclusive use of the apartments for which they are reserved. Apartment owners will be responsible for keeping the limited common areas assigned or adjacent to their apartments in a neat and clean condition, subject to rules and regulations adopted by the Board from time to time. The Association shall have the primary responsibility to maintain, repair and replace limited common areas, and may do so as a common expense. The Association may assess the cost of maintaining or replacing deck and lanai surfaces, such as paint, stain or an elastomeric membrane, to the owner of the apartment to which such deck or lanai is assigned, subject to rules and regulations as may be adopted by the Board from time to time. ~~care and maintenance of the lanais or decks adjacent to their apartments and their assigned parking, as well as other limited common areas assigned to their apartments.~~ Owners may not~~, however,~~ modify, paint, or otherwise decorate or in any way alter their respective limited common areas without prior approval of the Board.

I. Section 20 "Common Expenses and Assessment," of the Declaration is hereby amended as follows:

20. Common Expenses and Assessment:

A. Preparation and Ratification of Periodic Budget.

(1) Within thirty (30) days following the annual meeting of the Association, in conjunction with the Association's fiscal year, or at such other time as may be deemed necessary or desirable by the Board, the Board shall

prepare an annual budget which shall estimate the common expenses of the Association to be paid during such year. The budget shall also make provision for creating, funding and maintaining reserves for major repairs and/or replacement of components of the Condominium that are the responsibility of the Association, along with the amount of any insurance deductible(s) and any other operating or Association expenses reasonably anticipate to be incurred. The budget shall take into account any expected income and any surplus available from the prior year's operating fund. Should any annual or other budget prove inadequate for any reason, including nonpayment of any owner's assessment, the Board may at any time levy a further assessment, subject to the ratification procedures of Section 20(A)(2) or 20(A)(3), which shall be assessed to the owners in like proportions and become due on a one-time, monthly, quarterly or other period as specified by the Board by resolution and per the notice of assessment sent to owners.

(2) Within thirty (30) days after adoption of any proposed budget for the Association, the Board shall provide a summary of the budget to all the owners and shall set a date for a meeting of the owners to consider ratification of the budget not less than fourteen (14) nor more than sixty (60) days after mailing or personal delivery of the summary. Unless at that meeting the owners of apartments to which a majority of the votes in the association are allocated reject the budget, the budget is ratified, whether or not a quorum is present. In the event the proposed budget is rejected or the required notice is not given, the periodic budget last ratified by the owners shall be continued until such time as the owners ratify a subsequent budget proposed by the Board.

(3) The Board may levy a special assessment (which shall have the same meaning as "periodic budget" under RCW 64.34.360 and RCW 64.34.364) for the purpose of defraying the cost of any unexpected repair or other nonrecurring contingency, or to meet any other deficiencies in operations or reserves occurring from time to time. The Board shall give notice to the owners of any such special assessment by a statement in writing giving the amount and reasons therefor, along with a date for a special meeting of the Association to be held not less than fourteen (14) nor more than sixty (60) days following such notice, for approval of the special assessment pursuant to the ratification procedures set out in Section 20(A)(2) above, except that the owners of apartments to which a sixty-seven percent (67%) of the votes in the Association are allocated shall be needed to reject the proposed special assessment, whether or not a quorum is present. Once ratified, such special assessment shall become due as specified by the Board by resolution and per the notice of assessment sent to owners. All owners shall be obligated to pay the adjusted monthly amount as payments come due over time or, if the special assessment is not payable in installments, the full amount of such special assessment, in proportion to their percentage of undivided interest. This Section shall not limit the board's authority to directly specially assess particular apartments and their owners for specific assessments and special charges as may be allowed elsewhere under this Declaration or at law.

~~Within thirty (30) days prior to the beginning of each calendar year, the Board shall estimate the net charges to be paid during such year, and shall include a reasonable provision for contingencies and reasonable reserve for repairs and replacement and acquisition and operating reserves, less any expected income and less any surplus available from the prior year's operating fund; provided, that the Declarant or initial Board may at any suitable time establish the first such estimate. Such assessments shall commence upon recordation of this Declaration or recordation of a conveyance of an apartment by sales contract or deed, whichever shall occur last. Said estimated requirement shall be assessed to apartments and owners thereof pursuant to the percentages set forth in this Declaration. If the sum estimated and budgeted at any time proves inadequate for any reason (including nonpayment for any reason of any owner's assessment), the Board may at any time levy a further assessment, which shall be assessed to the owners in like proportions.~~

B. Each owner shall be obligated to pay assessments made pursuant to this Section to the treasurer for the Association in equal monthly installments on or before the first day of each month during such year, or in such other reasonable manner as the Board shall designate, and any unpaid assessments shall bear interest at the rate of twelve percent (12%)~~ten percent (10%)~~ per annum from due date until paid. ~~The budget may be reviewed and revised by the membership at any annual meeting, or any special meeting called for such purpose, but if not so reviewed or if no change is made, shall be deemed approved.~~ An owner may not be exempt from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the common areas or abandonment of the owner's apartment.

C. All funds collected hereunder shall be expended for the purposes designated in this Declaration.

D. The funds of the Association shall be kept in accounts in the name of the Association and shall not be commingled with the funds of any other Association, nor with the funds of any manager of the Association or any other person responsible for the custody of such funds. Any reserve funds of the Association shall be kept in a segregated account and any transaction affecting such funds, including the issuance of checks, shall require the signature of at least two persons who are officers or directors of the Association, or shall otherwise be made according to the provisions of RCW 64.34.384, as amended from time to time.

~~The Board shall require that the Association maintain separate accounts for current operations, reserves, and a special separate reserve account for payment of insurance. Each month the Board shall first deposit to the insurance reserve account that portion of the common expenses assessment necessary to pay at least one twelfth (1/12) of the total cost of all of the insurance policies provided regarding the condominium and such insurance reserve account shall be held separately and inviolate until utilized for payment of insurance premiums. Thereafter, the remainder of the common expenses collected may be utilized for payment of other expenses or deposited or credited to other accounts. All such assessments shall be collected and held in trust for, and administered and expended for the benefit of, the apartment owners.~~

E. Except as otherwise provided herein, ~~A~~all regular assessments shall be based upon the percentage ownership in common areas and facilities as stated elsewhere in this ~~ese~~ Declarations.

F. The omission by the Board of the Association before the expiration of any year to fix the estimate and assessments hereunder for that or the next year, shall not be deemed a waiver or modification in any respect of the provisions of this Declaration, or a release of the owner from the obligation to pay the assessments, or any installment thereof for that or any subsequent year, but the assessment fixed for the preceding year shall continue until a new assessment is fixed.

G. The Board shall cause to be kept detailed, accurate records in the form established by the Association's accountant of the receipts and expenditures of the Association, and affecting the common area, specifying and itemizing the maintenance and repair expenses of the common area and any other expense incurred. Such records and any resolutions authorizing the payments involved shall be available for examination by any owner at convenient hours of week days.

H. Declarant shall not be liable for the portion or portions of any common expense assessment for any apartment owned by the Declarant which is vacant and has not been sold, rented, or leased, except for the reserve funds for insurance, fidelity bond, and the reserve for repair and replacement. This exemption terminates one (1) year after recording this Declaration.

I. All sums chargeable by the Association to any apartment, including without limitation, interest, late charges, costs and attorneys' fees in the event of delinquency, shall be the joint and several personal obligations of the owner or any contract purchaser of the apartment, at the time such assessment or portion of the assessment accrues (becomes due) and shall be collectible as such. Such amounts also constitute a lien upon the apartment from the time the charge, assessment, or any portion thereof, becomes due. ~~Each monthly assessment and each special assessment shall be joint and several personal debts and obligations of the owner or owners and contract purchasers of apartments for which the same are assessed as of the time the assessment is made and shall be collectible as such. The amount of any assessment, whether regular or special, assessed to the owner and/or purchaser of any apartment and its parking spaces, plus interest at the rate of ten percent (10%) per annum, and costs, including reasonable attorney's fees, shall be a lien upon such apartment and parking space and the exclusive use thereof. The s~~Said lien ~~for payment of common expenses~~ shall have the priority as stated in RCW 64.34.364(1). Suit to obtain or recover on a personal judgment for any delinquent assessments shall be maintainable without foreclosing or waiving the liens securing them. ~~priority over all other liens and encumbrances, recorded or unrecorded, except that such priority shall be limited as provided in RCW 64.32.200(2). Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosure or waiving the lien securing the same.~~

J. A certificate executed and acknowledged by the treasurer or the president of the Board or an authorized agent thereof, if neither the president nor treasurer is

available, stating the indebtedness for assessments or lack thereof secured by the assessment lien upon any apartment shall be conclusive upon the Board and the owners as to the amount of such indebtedness on the date of the certificate, in favor of all persons who rely thereon in good faith, and such a certificate shall be furnished to any owner or any encumbrancer of an apartment within a reasonable time after request, in recordable form, at a reasonable fee. Unless otherwise prohibited by law, any encumbrancer holding a lien on an apartment may pay any unpaid common expenses payable with respect to such apartment unit and upon such payment for the amounts paid of the same rank as the lien of his encumbrance.

K. An apartment owner may be required, by the Board or by the managing agent, from time to time, to make and maintain a security deposit not in excess of three (3) months estimated monthly assessments, which may be collected as are other assessments. Such deposit shall be held in a separate fund, credited to such owner, and resort may be had thereto at any time when such owner is ten (10) days or more, delinquent in paying his monthly or other assessments.

L. The Declarant, manager, or Board, on behalf of the Association, may initiate action to foreclose the lien of any assessment. In any action to foreclose a lien against any apartment for nonpayment of delinquent assessments, any judgment rendered against the owners of such apartment in favor of the Association shall include a reasonable sum for attorney's fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

M. From the time of commencement of any action to foreclose a lien against an apartment 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 shall be entitled to the appointment of a receiver to collect the same, who may, if said rental is not paid, 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 costs of the receivership and attorney's fees thereof, then to costs of refurbishing the apartment, then to costs, fees and charges of the foreclosure action, then to the payment of the delinquent assessment charges.

N. If an apartment is rented by its owner, the Board may collect and the tenant or lessee shall pay over to the Board so much of the rent for such apartment as is required to pay any amounts due the Board hereunder, plus interest and costs, if the same are in default over thirty (30) days. The renter or lessee shall not have the right to question payment over to the Board, and such payment will discharge the lessee's or renter's duty of payment to the owner for rent, to the extent such rent is paid to the Association, but will not discharge the liability of the owner or purchaser and the apartment under this Declaration for assessments, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed.

O. In addition to and not by way of limitation upon other methods of collecting any assessments, the Board shall have the right, after having given ten (10)

days' notice to any apartment owner who is delinquent in paying his assessments, to cut off any or all utility services to the delinquent owner's apartment until such assessments are paid.

P. The remedies provided are cumulative and the Board may pursue them concurrently, as well as any other remedies which may be available under law, although not expressed herein.

~~Q. All unpaid sums assessed by the Association for the share of the common expenses chargeable to any apartment and any sums specially assessed to any apartment under the authority of this Declaration or the By-Laws (together with interest, costs, and attorneys' fees in the event of delinquency) shall constitute a continuing lien on the apartment from the date the assessment became due until fully paid. The lien for such unpaid assessments shall be subordinate to tax liens on the apartment in favor of any assessing unit and/or special district, and to all sums unpaid on all mortgages of record, but shall have priority over all other liens against the apartment. A first mortgagee of an apartment that obtains possession through a mortgage foreclosure or deed of trust sale, or by taking a deed in lieu of foreclosure or sale, or a purchaser at a foreclosure sale, shall take the apartment free of any claims for the share of common expenses of assessments by the Association chargeable to the apartment which became due before such possession, but will be liable for the common expenses and assessments that accrue after the taking of possession. The apartment's past due share of common expenses or assessments shall become new common expenses chargeable to all of the apartment owners, including the mortgagee or foreclosure sale purchaser and their successors and assigns, in proportion to their respective percentages of undivided interest in the common areas and facilities.~~

Q. Foreclosure of Assessment Lien; Attorneys' Fees and Costs.

(1) Judicial Foreclosure. The Board or manager, on behalf of the Association, may initiate action to foreclose the lien of any assessment. In any action to foreclose a lien against any apartment for non-payment of delinquent assessments or charges, any judgment rendered against the owners of such Apartment in favor of the Association shall include a reasonable sum for attorneys' fees and all costs and expenses reasonably incurred in preparation for or in the prosecution of said action, in addition to taxable costs permitted by law.

(2) Non-Judicial Foreclosure. The owners by approval of this Amendment to the Declaration each hereby bargain, sell, and convey to Chicago Title Insurance Company, a Washington corporation (referred to in this Declaration as the "Trustee"), in Trust, for the benefit of the Association, as beneficiary, with power of sale, the real property which is subject to this Declaration, which real property is not used principally for agricultural or farming purposes, together with all the tenements, hereditaments, and appurtenances now or hereafter thereunto belonging or in any way appertaining, and the rents, issues and profits thereof. This grant is made by each apartment owner for the purpose of securing performance of the payment of all assessments due hereunder against each owner's respective apartment. Upon default by any

apartment owner in the payment of any assessment, upon the written request of the Association, Trustee shall have the power of sale to sell the Apartment subject to the lien for assessments, in accordance with the Deed of Trust Act of the State of Washington and the Washington Condominium Act, at public auction to the highest bidder. Trustee shall apply the proceeds of the sale as follows: (1) to the expense of sale, including a reasonable Trustee's fee and attorney's fee; (2) to the obligation secured by this grant in trust; (3) the surplus, if any, shall be distributed to the persons entitled thereto. In the event of the death, incapacity, disability or resignation of Trustee, Beneficiary may appoint in writing a successor trustee, and upon the recording of such appointment in the real property records of the county in which this Declaration is recorded, the successor trustee shall be vested with all powers of the original trustee.

~~The lien for delinquent assessments may be foreclosed by suit by the managing agent or the Board, acting on behalf of the Association, in like manner as the foreclosure of a mortgage of real property. The managing agent or the Board, acting on behalf of the Association, shall have the power to bid in the apartment at the foreclosure sale, and to acquire and hold, lease, mortgage, and convey the same.~~

S. Priority of Assessments. Notwithstanding any other provisions of the Declaration and as provided in the Washington Condominium Act, the liens created under this Declaration upon any apartment for assessments shall be subject to (a) liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on an 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. A lien for assessments is not subject to the provisions of Chapter 6.13 RCW regarding homesteads. Except as provided below in Sections 20(T) or 20(U), the lien shall also be prior to the Mortgages on an apartment to the extent of assessments for common expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association 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 non-judicial 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. All taxes, assessments and charges which may become liens shall relate only to the apartments and not to the Condominium as a whole.

T. Priority of Assessments; Notice to Mortgagees. The priority of the Association's lien against apartments encumbered by a Mortgage held by an Eligible Holder ("Eligible Holder," "First Mortgagee" and "Eligible Mortgagee" shall have the same meaning, and shall have the same meaning in this Declaration as "Eligible Mortgagee" under the Washington Condominium Act) or by a lender which has given the Association a written request for a notice of delinquent assessments shall be reduced by up to three months if and to the extent that the lien priority under Section 20(S) includes delinquencies which relate to a period after such lender becomes an Eligible Mortgagee or has given such notice and before the Association gives the lender a written notice of the delinquency.

U. Priority of Assessments in Non-Judicial Foreclosures. If the Association forecloses its lien for assessments non-judicially pursuant to Chapter 61.24 RCW, as provided by Section 20(R)(2), the Association shall not be entitled to the lien priority provided for under Section 20(S) with regard to Mortgages.

V. Liability for Assessments following Foreclosure. Except as provided in Section 20(S), (T) and (U), where a lender or other purchaser of an apartment obtains possession, or becomes entitled to possession, of an apartment as a result of a Mortgage Foreclosure, that person entitled to possession and the successors and assigns of that person shall not be liable for the share of the common expenses or assessments by the Association chargeable to that apartment which became due prior to the Mortgage Foreclosure, but shall be liable for the share of assessments coming due after the date of entitlement to possession. The unpaid share of common expenses or assessments chargeable to the apartment prior to the Mortgage Foreclosure shall, at the discretion of the Board, be deemed to be common expenses collectable from all of the apartment owners including the person now entitled to possession and the successors and assigns of that person. 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.

J. Section 22 of the Declaration shall be amended as follows:

22. Damage or Destruction: Reconstruction:

A. In the event of damage or destruction to any part of the property (excluding damage or deterioration of common elements or reserve components that occurs over time), the Board shall promptly, and in all events within sixty (60) days after the date of damage or destruction, or such other reasonable time based on the nature of the damage and reasonable investigation, make the following determinations with respect thereto, employing such advice as the Board deems advisable: [*Remainder of Section unchanged*]

K. A new Section E shall be added to Section 26 as follows:

E. The provisions of this Declaration, as amended from time to time, shall control over any contrary provisions in the By-laws or rules and regulations of the Association.

L. 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, including the "Table of Contents" and the Bylaws of the Association. The Declaration shall remain in full force and effect and shall include the changes herein.

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DATED this 27th day of February, 2014.

CHANNEL PLACE COMMUNITY CLUB

By: _____
Sandra E Wallace its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of February, 2014, personally appeared before me, Sandra Wallace known to me to be the President of the CHANNEL PLACE COMMUNITY CLUB, the non-profit corporation that executed the within and foregoing instrument, which person acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and each on oath stated that he/she was authorized to execute the instrument on behalf of the corporation.

DATED this 27 day of February, 2014.

CAMERON S. HAZEN NOTARY PUBLIC STATE OF WASHINGTON COMMISSION EXPIRES JUNE 30, 2016

_____ (Signed)
Cameron S. Hazen (Print Name)
Notary Public in and for the State of Washington,
Residing at Seattle
My commission expires: 6/30/16

ATTEST: The above amendment was properly adopted.

By: Barbara E Follett
Barbara E Follett, its Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 27th day of February, 2014, personally appeared before me, Barbara E Follett known to me to be the Secretary of the CHANNEL PLACE COMMUNITY CLUB, the non-profit corporation that executed the within and foregoing instrument, which persons acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and each on oath stated that he/she was authorized to execute the instrument on behalf of the corporation.

DATED this 27th day of February, 2014.

CAMERON S. HAZEN
NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES
JUNE 30, 2016

(Signed)
Cameron S Hazen (Print Name)
Notary Public in and for the State of Washington,
Residing at Seattle
My commission expires: 6/30/16