

## Commitment for Title Insurance

Title Officer: Unit 4 / Seattle Residential  
Email:  
Title No.: 0269992-04

Escrow Officer: PreListing FNSE  
Email: CTISeattleTitleUnit4@ctt.com

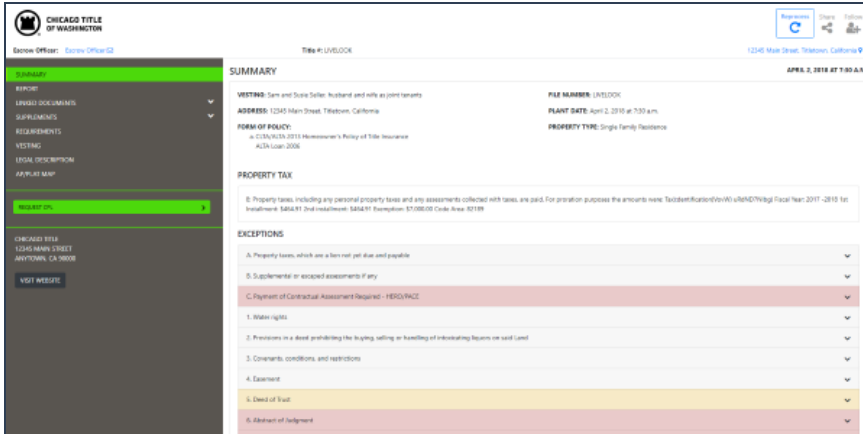
Property Address: 1500 S 18th St #E101 Renton, WA 98055

## Introducing LiveLOOK

LiveLOOK title document delivery system is designed to provide 24/7 real-time access to all information related to a title insurance transaction.

Access title reports, exception documents, an easy-to-use summary page, and more, at your fingertips and your convenience.

[To view your new Chicago Title LiveLOOK report, Click Here](#)



The screenshot displays the Chicago Title LiveLOOK web interface. The header includes the Chicago Title of Washington logo, the title "Title # LIVELOOK", and the address "1245 Main Street, Torrance, California". The date and time are "APR 2, 2019 AT 1:00 A.M.". The interface is divided into a left sidebar with navigation options (SUMMARY, REPORT, LIVEDOCUMENTS, SUPPLEMENTS, REQUIREMENTS, VIEWING, LEGAL DESCRIPTION, APPLY FOR MAP, and a highlighted "INSURATION" option) and a main content area. The main content area is titled "SUMMARY" and contains the following information:

- VESTING:** Sam and Susie Siller, husband and wife as joint tenants
- ADDRESS:** 1245 Main Street, Torrance, California
- FILE NUMBER:** LIVELOOK
- PLANT DATE:** April 2, 2019 at 7:59 a.m.
- FORM OF POLICY:** A-CITL/SL/ST13 Homeowner's Policy of Title Insurance ALTA Loan 2006
- PROPERTY TYPE:** Single Family Residence

Below the summary, there are sections for "PROPERTY TAX" and "EXCEPTIONS". The "EXCEPTIONS" section lists several items, with some highlighted in red and yellow:

- A. Property taxes, which are a lien not yet due and payable
- B. Supplemental or escaped assessments if any
- C. Payment of Contractual Assessment Required - FERGUSON
- 1. Water rights
- 2. Provisions in a deed authorizing the buying, selling or handling of mineral rights on said land
- 3. Covenants, conditions and restrictions
- 4. Easement
- 5. Deed of Trust
- 6. Abstract of Judgment

**Effortless, Efficient, Compliant, and Accessible**

# ALTA COMMITMENT FOR TITLE INSURANCE

issued by agent:



**CHICAGO TITLE**  
COMPANY OF WASHINGTON

Commitment Number:

**0269992-04**

## NOTICE

**IMPORTANT - READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## Chicago Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Lori Forbes  
Authorized Officer or Agent

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Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Title Officer: Unit 4 / Seattle Residential Chicago Title Company of Washington 701 5th Avenue, Suite 2700 Seattle, WA 98104 Main Phone: (206)628-5600 Email: CTISeattleTitleUnit4@ctt.com	Escrow Officer: PreListing FNSE

Order Number: 0269992-04

**SCHEDULE A**

1. Commitment Date: February 29, 2024 at 08:00 AM
2. Policy to be issued:
  - (a) ALTA Homeowner's Policy of Title Insurance 2021 w-WA Mod
    - Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
    - Proposed Amount of Insurance: \$10,500.00
    - The estate or interest to be insured: FEE SIMPLE
    - Premium: \$ 210.00
    - Tax: \$ 0.00
    - Rate: Homeowner's Residential
    - Discount(s):
    - Total: \$ 210.00
  - (b) ALTA Loan Policy 2021 w-WA Mod
    - Proposed Insured: Lender with contractual obligations under a loan agreement with the vested owner identified at Item 4 below or a purchaser
    - Proposed Amount of Insurance: \$10,500.00
    - The estate or interest to be insured: FEE SIMPLE
    - Premium: \$ 350.00
    - Tax: \$ 0.00
    - Rate: Extended Residential Purchase Loan
    - Discount(s):
    - Total: \$ 350.00
3. The estate or interest in the Land at the Commitment Date is:
  - FEE SIMPLE
4. The Title is, at the Commitment Date, [vested in:](#)
  - David Phillips, as his separate estate
5. The Land is described as follows:
  - SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

**END OF SCHEDULE A**

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**EXHIBIT "A"**  
Legal Description

UNIT(S) E-101, BUILDING E, STEEPLE CHASE HILL, A CONDOMINIUM ACCORDING TO THE DECLARATION THEREOF RECORDED SEPTEMBER 15, 1999, UNDER [RECORDING NUMBER 19990915002208](#), AND SURVEY MAP AND PLANS RECORDED IN VOLUME 159 OF CONDOMINIUMS, PAGE 1 THROUGH 4, INCLUSIVE; RECORDS OF KING COUNTY, WASHINGTON, AND ANY AMENDMENTS THERETO.

SITUATE IN THE COUNTY OF KING, STATE OF WASHINGTON.

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**SCHEDULE B, PART I - Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Additional requirements and/or exceptions may be added as details of the transaction are disclosed to, or become known by the Company.
6. If the Seller or Borrower intends to sign documents required to insure the transaction utilizing a remote online notary, please notify the Company immediately as additional underwriting requirements will need to be satisfied.
7. The Proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's Policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
8. For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a designation for a Proposed Insured, acceptable to the Company. As provided in Commitment Condition 4, the company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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**SCHEDULE B, PART I - Requirements**  
(continued)

9. Payment of the real estate excise tax, if required.

The Land is situated within the boundaries of local taxing authority of City of Renton.

The rate of real estate excise tax for properties which are not formally classified and specially valued as timberland or agricultural land is:

State portion: 1.10% on any portion of the sales price of \$525,000 or less;  
1.28% on any portion of the sales price above \$525,000, up to \$1,525,000;  
2.75% on any portion of the sales price above \$1,525,000, up to \$3,025,000;  
3.00% on any portion of the sales price above \$3,025,000;

The rate of excise for properties formally classified as timberland or agriculture land will be 1.28% for the State portion on the entire sales price.

Local portion: 0.50% on the entire sales price.

An additional \$5.00 State Technology Fee must be included in all excise tax payments.

If the transaction is exempt, an additional \$5.00 Affidavit Processing Fee is required.

Any conveyance document must be accompanied by the official Washington State Excise Tax Affidavit, which can be found online [HERE <https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax>](https://dor.wa.gov/get-form-or-publication/forms-subject/real-estate-excise-tax). The applicable excise tax must be paid and the affidavit approved at the time of the recording of the conveyance documents. (NOTE: Real Estate Excise Tax Affidavits must be printed as legal size forms).

10. In the event that the Land is occupied or intended to be occupied by the owner and a spouse or registered domestic partner as a homestead, the conveyance or encumbrance of the Land must be executed and acknowledged by both spouses or both registered domestic partners, pursuant to RCW 6.13 which now provides for an automatic homestead on such Land.
11. The Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form ("ICF") prior to closing the transaction contemplated herein.

**END OF REQUIREMENTS**

**NOTES**

The following matters will not be listed as Special Exceptions in Schedule B of the policy. There will be no coverage for loss arising by reason of the matters listed below because these matters are either excepted or excluded from coverage or are not matters covered under the insuring provisions of the policy.

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**SCHEDULE B, PART I - Requirements**  
(continued)

- Note A: Notice: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.
- Note B: The application for title insurance was placed by reference to only a street address or tax identification number. The proposed Insured must confirm that the legal description in this report covers the parcel(s) of Land requested to be insured. If the legal description is incorrect, the proposed Insured must notify the Company and/or the settlement company in order to prevent errors and to be certain that the legal description for the intended parcel(s) of Land will appear on any documents to be recorded in connection with this transaction and on the policy of title insurance.
- Note C: Note: FOR INFORMATIONAL PURPOSES ONLY:  
  
The following may be used as an abbreviated legal description on the documents to be recorded, per Amended RCW 65.04.045. Said abbreviated legal description is not a substitute for a complete legal description within the body of the document:  
  
UNIT E-101, BLDG E, STEEPLE CHASE HILL, A CONDO  
[Tax Account No.: 798850-0150-08](#)
- Note D: Note: The Public Records indicate that the address of the improvement located on said Land is as follows:  
  
1500 S 18th St #E101  
Renton, WA 98055
- Note E: Note: There are NO conveyances affecting said Land recorded within 36 months of the date of this report.
- Note F: Note: The Company is willing to issue an Extended Coverage Lenders Policy. General Exceptions A through K, inclusive, are hereby deleted.  
  
ALTA 22-06, ALTA 8.1 and ALTA 9-06 Endorsements will issue with the forthcoming lenders policy.

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**SCHEDULE B, PART I - Requirements**  
(continued)

Note G: Recording charges (per document title) for closings on January 1, 2024, and after, for all Washington counties:

Deed of Trust - \$304.50 and \$1 for each additional page.

Most other Docs, except as noted below - \$303.50 and \$1 for each additional page.

Assignment of Deed of Trust, Substitution or Appointment of Successor Trustee - \$18.00 and \$1 for each additional page

Multiple titled documents are charged per applicable title.

There is an additional \$4.25 fee per document for electronic recording, plus applicable sales tax.

RECORDING CHARGES ARE SUBJECT TO CHANGE WITHOUT NOTICE

Note H: This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land. Except to the extent of a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances or acreage shown thereon.

**END OF NOTES**

**END OF SCHEDULE B, PART I**

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**SCHEDULE B, PART II - Exceptions**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.**

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

**GENERAL EXCEPTIONS:**

- A. Rights or claims of parties in possession, or claiming possession, not shown in Public Records.
- B. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
- C. Easements, prescriptive rights, rights-of-way, liens or encumbrances, or claims thereof, not shown by the Public Records.
- D. Any lien, or right to a lien, for contributions to employee benefit funds, or for state workers' compensation, or for services, labor, or material heretofore or hereafter furnished, all as imposed law, and not shown by the Public Records.
- E. Taxes or special assessments which are not yet payable or which are not shown as existing liens by the Public Records.
- F. Any lien for service, installation, connection, maintenance, tap, capacity, or construction or similar charges for sewer, water, electricity, natural gas or other utilities, or for garbage collection and disposal not shown by the Public Records.
- G. Unpatented mining claims, and all rights relating thereto.
- H. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

I. Indian tribal codes or regulations, Indian treaty or aboriginal rights, including easements or equitable servitudes.

J. Water rights, claims or title to water.

K. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records, or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.

**SPECIAL EXCEPTIONS:**

1. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Puget Sound Energy, Inc.  
 Purpose: underground electrical and natural gas facilities  
 Recording Date: September 17, 1999  
[Recording No.:](#) [19990917002034](#)  
 Affects: as constructed or to be constructed

Contains covenant prohibiting structures over said easement or other activity which might endanger the underground system.

2. Reservations and recitals contained in the Deed as set forth below:

Grantor: Puget Sound Power & Light Company  
 Recording Date: February 9, 1927  
[Recording No.:](#) [2304821](#)

Said document provides for, among other things, the following:  
 Excepting and reserving all coal, clay, stone, oil and all other metals and minerals and mining rights lying in and under the said property and every part thereof, whether heretofore and hereafter discovered with the right to mine, quarry and procure the same at any time hereafter.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

3. Covenants, conditions, restrictions, recitals, reservations, easements, easement provisions, encroachments, dedications, building setback lines, notes, statements, and other matters, if any, but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Survey Map and Plans:

Recording No.: [19990915002207](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 17, 2000  
Recording No.: [20000317000271](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 17, 2000  
Recording No.: [20000317000272](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 20, 2000  
Recording No.: [20000720000337](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 23, 2001  
Recording No.: [20010123000257](#)

4. The matters set forth in the document shown below which, among other things, contains or provides for: certain easements; liens and the subordination thereof; provisions relating to partition; restrictions on severability of component parts; and covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including, but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.

Entitled: Condominium Declaration  
Recording Date: September 15, 1999  
Recording No.: [19990915002208](#)

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**SCHEDULE B, PART II - Exceptions**  
(continued)

Modification(s) of said covenants, conditions and restrictions

Recording Date: December 16, 1999  
[Recording No.: 19991216001597](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: March 17, 2000  
[Recording No.: 20000317000273](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: June 12, 2000  
[Recording No.: 20000612001491](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: July 20, 2000  
[Recording No.: 20000720000338](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: September 13, 2000  
[Recording No.: 20000913001669](#)

Modification(s) of said covenants, conditions and restrictions

Recording Date: February 4, 2002  
[Recording No.: 20020204002455](#)

5. Lien of assessments levied pursuant to the Declaration of Condominium for Steeple Chase Hill to the extent provided for by RCW 64.34.
6. Agreement regarding cable television system

Executed by: Steeple Chase Hill LLC and TCI Cablevision of Washington, Inc.  
Recording Date: December 1, 1999  
[Recording No.: 19991201000925](#)

7. Reservations and exceptions in United States Patents or in Acts authorizing the issuance thereof; Indian treaty or aboriginal rights.

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**SCHEDULE B, PART II - Exceptions**

(continued)

8. General and special taxes and charges, payable February 15, delinquent if first half unpaid on May 1, second half delinquent if unpaid on November 1 of the tax year (amounts do not include interest and penalties):

Year: 2024  
Tax Account No.: 798850-0150-08  
 Levy Code: 2100  
 Assessed Value-Land: \$43,200.00  
 Assessed Value-Improvements: \$422,800.00

## General and Special Taxes:

Billed: \$5,009.67  
 Paid: \$0.00  
 Unpaid: \$5,009.67

9. City, county or local improvement district assessments, if any.

10. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$258,928.00  
 Dated: January 23, 2020  
 Trustor/Grantor: David Phillips, an unmarried man  
 Trustee: First American Title  
 Beneficiary: Mortgage Electronic Registration Systems Inc. as nominee for Quicken Loans Inc.  
 Recording Date: February 7, 2020  
Recording No.: 20200207000142

11. A state tax lien for the amount shown and any other amounts due,

Filed by: Washington Department of Social and Health Services (DSHS)  
 Taxpayer: David Levis Phillips aka David L. Reed, David Lott Reed  
 Amount: \$32,339.29  
 Recording Date: March 15, 2011  
Recording No.: 20110315000994

Note: The effect of said matter(s) depends upon the identity of the debtor. Please have the confidential information statement(s) attached to this Commitment completed and returned to this office at least three days prior to close in order for the company to make a final determination as to the effect of said matters.

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**SCHEDULE B, PART II - Exceptions**  
(continued)

12. A judgment, for the amount shown below, and any other amounts due:

Amount:	\$600.00	
Against:		David Levice Phillips
In Favor of:		State of Washington
Date entered:		July 31, 2019
Judgment Number:	17-9-03317-6	
Superior Court Case Number:	16-1-04792-7 SEA	
Attorney for Creditor:	Undisclosed	

Note: The above judgment may be a lien on said land if the judgment debtor named herein is the same party as David Phillips.

The effect of said matter(s) depends upon the identity of the debtor. Please have the confidential information statement(s) attached to this Commitment completed and returned to this office at least three days prior to close in order for the company to make a final determination as to the effect of said matters.

**END OF SCHEDULE B, PART II**

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ASSOCIATION



**COMMITMENT CONDITIONS****1. DEFINITIONS**

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
  - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
  - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
  - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
  - e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
  - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
  - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
  - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
  - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
  - j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.
2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
  3. The Company's liability and obligation is limited by and this Commitment is not valid without:
    - a. the Notice;
    - b. the Commitment to Issue Policy;
    - c. the Commitment Conditions;
    - d. Schedule A;
    - e. Schedule B, Part I-Requirements; and
    - f. Schedule B, Part II-Exceptions; and
    - g. a counter-signature by the Company or its issuing agent that may be in electronic form.

**4. COMPANY'S RIGHT TO AMEND**

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

**5. LIMITATIONS OF LIABILITY**

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - i. comply with the Schedule B, Part I-Requirements;
  - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
  - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

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(continued)

- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM**

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- d. The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. CLAIMS PROCEDURES**

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

**10. CLASS ACTION**

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

**11. ARBITRATION - INTENTIONALLY DELETED****END OF CONDITIONS**

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## RECORDING REQUIREMENTS

Effective January 1, 1997, document format and content requirements have been imposed by Washington Law. Failure to comply with the following requirements may result in rejection of the document by the county recorder or imposition of a \$50.00 surcharge.

### First page or cover sheet:

3" top margin containing nothing except the return address.

1" side and bottom margins containing no markings or seals.

Title(s) of documents.

Recording no. of any assigned, released or referenced document(s).

Grantors names (and page no. where additional names can be found).

Grantees names (and page no. where additional names can be found).

Abbreviated legal description (Lot, Block, Plat Name or Section, Township, Range and Quarter, Quarter Section for unplatted). Said abbreviated legal description is not a substitute for a complete legal description which must also appear in the body of the document.

Assessor's tax parcel number(s).

Return address (in top 3" margin).

\*\*A cover sheet can be attached containing the above format and data if the first page does not contain all required data.

### Additional Pages:

1" top, side and bottom margins containing no markings or seals.

### All Pages:

No stapled or taped attachments. Each attachment must be a separate page. All notary and other pressure seals must be smudged for visibility. Font size of 8 points or larger.



Inquire before you wire!

## WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.  
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

**Federal Bureau of Investigation:**  
<http://www.fbi.gov>

**Internet Crime Complaint Center:**  
<http://www.ic3.gov>

## FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective December 1, 2023

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

### **Collection of Personal Information**

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

### **Collection of Browsing Information**

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

### **Other Online Specifics**

**Cookies.** When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

**Web Beacons.** We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

**Do Not Track.** Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

### **Use of Personal Information**

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

### **When Information Is Disclosed**

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

### **Security of Your Information**

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

### **Choices With Your Information**

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Connecticut Residents: For additional information about your Connecticut consumer privacy rights, or to make a consumer privacy request, or to appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Colorado Residents: For additional information about your Colorado consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email [privacy@fnf.com](mailto:privacy@fnf.com) or call (888) 714-2710.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: [aginqueries@ag.state.nv.us](mailto:aginqueries@ag.state.nv.us).

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

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For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

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Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

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**Accessing and Correcting Information; Contact Us**

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Inquiry Website](#) or contact us by phone at (888) 714-2710, by email at [privacy@fnf.com](mailto:privacy@fnf.com), or by mail to:

Fidelity National Financial, Inc.  
601 Riverside Avenue,  
Jacksonville, Florida 32204  
Attn: Chief Privacy Officer

Record Date:7/11/2018 3:51 PM

King County, WA

CW HILL

RC 40212521-1

3/100



20180711000891

WARRANTY DEED Rec: \$100.00  
7/11/2018 3:51 PM  
KING COUNTY, WA

When recorded return to:  
David Phillips  
1500 South 18th Street, Unit E101  
Renton, WA 98055

**E2941225**

EXCISE TAX AFFIDAVITS  
7/11/2018 3:51 PM KING COUNTY, WA  
Selling Price:\$305,000.00  
Tax Amount:\$5,434.00

**STATUTORY WARRANTY DEED**

THE GRANTOR(S) Jonathan D. Busic, an unmarried person  
for and in consideration of Ten And No/100 Dollars (\$10.00) , and other valuable consideration  
in hand paid, conveys, and warrants to David Phillips, an unmarried man

the following described real estate, situated in the County of King, State of Washington:  
UNIT E-101, BUILDING E, OF STEEPLE CHASE HILL, A CONDOMINIUM RECORDED IN  
VOLUME 159 OF CONDOMINIUMS, PAGES 1 THROUGH 4, INCLUSIVE, ACCORDING TO THE  
DECLARATION THEREOF, RECORDED UNDER KING COUNTY RECORDING NO.  
19990915002208, AND ANY AMENDMENTS THERETO;

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

APN: 7988500150

Abbreviated Legal: (Required if full legal not inserted above.)

Tax Parcel Number(s): 7988500150

Subject to:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

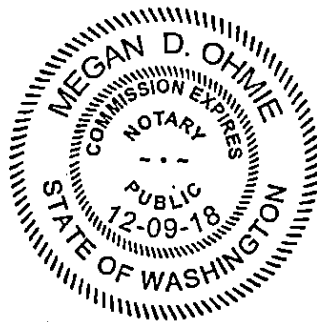
Dated: July 9, 2018

Jonathan D. Busic

State of WASHINGTON  
County of KING

I certify that I know or have satisfactory evidence that Jonathan D. Busic is the person who appeared  
before me, and said person acknowledged that he signed this instrument and acknowledged it to be  
his free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: 7/10/18  
  
Name: Megan D. Ohmie  
Notary Public in and for the State of WA  
Residing at: Issaquah  
My appointment expires: 12/09/18



②

**EXHIBIT "A"**  
Exceptions

RESERVATIONS OF ALL COAL AND MINERALS.

RECORDED: FEBRUARY 9, 1927  
RECORDING NO.: 2304821

EASEMENT AND THE TERMS AND CONDITIONS THEREOF:

GRANTEE: PUGET SOUND ENERGY, INC., A WASHINGTON CORPORATION  
PURPOSE: UTILITY SYSTEMS  
AREA AFFECTED: A PORTION OF SAID PREMISES  
RECORDED: SEPTEMBER 17, 1999  
RECORDING NO.: 19990917002034

AGREEMENT AND THE TERMS AND CONDITIONS THEREOF:

RECORDED: DECEMBER 01, 1999  
RECORDING NO.: 19991201000925  
REGARDING: MULTIPLE DWELLING UNIT SERVICE AGREEMENT

MATTERS SET FORTH BY SURVEY:

RECORDED: SEPTEMBER 16, 1999  
RECORDING NO.: 19990916900011

REGULATIONS AND REQUIREMENTS PROVIDED FOR IN THAT CERTAIN DECLARATION RECORDED SEPTEMBER 15, 1999, UNDER COUNTY RECORDING NUMBER 19990915002208, INCLUDING, BUT NOT LIMITED TO, ASSESSMENTS LEVIED BY THE HOME OWNER'S ASSOCIATION AND OF CHAPTER 64.34 OF REVISED CODE OF WASHINGTON, DESIGNATED AS WASHINGTON CONDOMINIUM ACT AND AMENDMENTS THERETO.

AND AMENDMENTS THERETO:

RECORDING NOS.: 19991216001597, 20000317000273, 20000612001491,  
20000720000338, 20000913001669 AND 20020204002455

PROVISIONS SET FORTH ON THE SURVEY MAP AND PLANS AND AMENDMENTS THERETO, RECORDED UNDER COUNTY RECORDING NUMBER(S) 19990915002207.

AND AMENDMENTS THERETO:

RECORDING NOS.: 20000317000271, 20000317000272, 20000720000338 AND  
20010123000257

EASEMENTS FOR INGRESS, EGRESS, PIPELINES, PUBLIC UTILITIES AND OTHER INCIDENTAL PURPOSES THAT AFFECT THE CONDOMINIUM COMMON AREAS, AS DISCLOSED BY INSTRUMENTS OF RECORD. THIS EXCEPTION ONLY AFFECTS THAT PORTION OF THE CONDOMINIUM PROPERTY DEFINED AS A "COMMON ELEMENT" OR "COMMON AREA" BY THE RECORDED DECLARATION.



AFTER RECORDING, RETURN TO:  
MATTHEW B. STRAIGHT  
OSERAN, HAHN, SPRING & WATTS, P.S.  
850 Skyline Tower  
10900 N.E. Fourth Street  
Bellevue, Washington 98004  
(425) 455-3900

DECLARATION  
FOR  
STEEPLE CHASE HILL,  
A CONDOMINIUM

DECLARANT: STEEPLE CHASE HILL, L.L.C., a Washington limited liability company

LEGAL DESCRIPTION: PORTION OF THE SW 1/4 OF §20-23-5.  
Additional legal description on Pages 56-57

TAX PARCEL #: 202305-9046-01

6/15/10 13:10  
W-99101225-10

ok dsr

ORIGINAL



CHICAGO TITLE DCOM

75.00

1000015002208  
PAGE 001 OF 000  
09/18/2009 15:04  
KING COUNTY, WA

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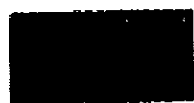
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**DECLARATION  
AND  
COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS  
FOR  
STEEPLE CHASE HILL, A CONDOMINIUM**

Pursuant to the Act defined in Section 1.8.1 and for the purpose of submitting the Property hereinafter described (including the Land described in Exhibit A) to the provisions of said Act, the undersigned, being sole owner(s) of said Property, make the following Declaration. By acceptance of a conveyance, contract for sale, lease, rental agreement, or any form of security agreement or instrument, or any privileges of uses or enjoyment, respecting the Property or any Unit created by this Declaration, it is agreed that this Declaration, together with the Survey Map and Plans referred to herein, states covenants, conditions, restrictions, and reservations effecting a common plan for the Condominium development mutually beneficial to all of the described Units, and that the covenants, conditions, restrictions, reservations and plan are binding upon the entire Property and upon each such Unit as a parcel of realty, and upon its owners or possessors, and their heirs, personal representatives, successors and assigns, through all successive transfers of all or part of the Property or any security interests therein, without requirement of further specific reference or inclusion in deeds, contracts or security instruments and regardless of any subsequent forfeitures, foreclosures, or sales of Units under security instruments.

ARTICLE 1

INTERPRETATION

1.1 Liberal Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development and operation of this Project under the provisions of Washington law. It is intended and covenanted also that, insofar as it affects this Declaration and Condominium, the provisions of the Act under which this Declaration is operative, shall be liberally construed to effectuate the intent of this Declaration insofar as reasonably possible.

1.2 Consistent With Act. The terms used herein are intended to have the same meaning given in the Act unless the context clearly requires otherwise or to so define the terms would produce an illegal or improper result.

1.3 Covenant Running With Land. It is intended that this Declaration shall be operative as a set of covenants running with the land, or equitable servitudes, binding on Declarant, its

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successors and assigns, all subsequent Owners of the Property, together with their grantees, successors, heirs, executors, administrators, devisees or assigns, supplementing and interpreting the Act, and operating independently of the Act should the Act be, in any respect, inapplicable.

1.4 Percentage of Owners and Mortgagees. For purposes of determining the percentage of Owners or Mortgagees, or percentage of voting power for, approving a proposed decision or course of action in cases where an Owner owns, or a Mortgagee holds Mortgagees on, more than one Unit, such Owner shall be deemed a separate Owner for each such Unit so owned and such Mortgagee shall be deemed a separate Mortgagee for each such first Mortgage so held.

1.5 Declarant Is Original Owner. Declarant is the original Owner of all Units and Property and will continue to be deemed the Owner thereof except as conveyances or documents changing such ownership regarding specifically described Units are recorded.

1.6 Captions and Exhibits. Captions given to the various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof. The various exhibits referred to herein and attached hereto shall be deemed incorporated herein by reference as though fully set forth where such reference is made.

1.7 Inflationary Increase in Dollar Limits. The dollar amounts specified in this Declaration in connection with any proposed action or decision of the Board or Association may, in the discretion of the Board, be increased proportionately by the increase in the Consumer Price Index for the City of Seattle, Washington For All Urban Consumers, prepared by the United States Department of Labor for the base period, January 1, of the calendar year following the year in which the Declaration was recorded, to adjust for any deflation in the value of the dollar.

1.8 Definitions.

1.8.1 "The Act" means the Washington Condominium Act, Laws of 1990, RCW 64.34, as amended.

1.8.2 "Allocated Interests" means those undivided interests in the Common Elements, and the Common Element Expense Liability allocated to each Unit more particularly provided for in Article 8 and as shown on Exhibit C.

1.8.3 "Assessment" means all sums chargeable by the Association against a unit including, without limitation: (a) regular and special Assessments for Common Expenses, charges and fines imposed by the Association; (b) interest and late charges on any delinquent account; and (c) costs of collection, including

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reasonable attorneys' fees, incurred by the Association in connection with the collection of a delinquent Owner's account.

1.8.4 "Association" means Steeple Chase Hill Homeowners Association, comprising all of the Unit Owners acting as a group in accordance with the Bylaws and with this Declaration as it is duly recorded and as they may be lawfully amended, which Association is more particularly provided for in Article 9.

1.8.5 "Board" means the board of directors of the Association provided for in Section 10.1.

1.8.6 "Bylaws" shall mean the bylaws of the Association provided for in Section 9.5.

1.8.7 "Common Elements" means all portions of the Condominium other than the Units.

1.8.8 "Common Expenses" shall include all sums lawfully assessed against Owners by the Association and expenses: of administration, maintenance, repair or replacement of the Common Elements; declared to be common expenses by the Act, this Declaration or the Bylaws (as they may be lawfully amended); and agreed upon as common expenses by the Association.

1.8.9 "Common Expense Liability" means the liability for Common Expenses allocated to each Unit pursuant to Article 8.

1.8.10 "Condominium" means the condominium created by this Declaration and related Survey Map and Plans pursuant to the Act.

1.8.11 "Declarant" means any person or group of persons acting in concert who (a) executed as Declarant this Declaration, or (b) reserves or succeeds to any Special Declarant Right under the Declaration.

1.8.12 "Declarant Control" means the right, if expressly reserved by this Declaration, of the Declarant or persons designated by the Declarant to appoint and remove Association officers and Board members, or to vote or approve a proposed action of the Board or Association' provided, in no event shall exercising the voting rights allocated to a Unit or Units owned by the Declarant be deemed "Declarant Control".

1.8.13 "Declaration" means this Declaration and any amendments thereto.

1.8.14 "Development Rights" means any right, if expressly reserved by the Declarant in this Declaration to: (a) add real property or improvements to the Condominium; (b) create

Units, Common Elements, or Limited Common elements within real property included or added to the Condominium; (c) subdivide Units or convert Units into Common Elements; (d) withdraw real property from the Condominium; or (e) reallocate Limited Common Elements with respect to Units that have not been conveyed by the Declarant.

1.8.15 "Dispose" or "Disposition" means a voluntary transfer or conveyance to a purchaser or lessee of any legal or equitable interest in a Unit, but does not include the transfer or release of the security interest.

1.8.16 "Eligible Mortgagee" means a mortgagee of a Unit or the Mortgagee of the Condominium that has filed with the secretary of the Association a written request that it be given copies of notices of any action by the Association that requires the consent of Mortgagees.

1.8.17 "Foreclosure" means a forfeiture or judicial or nonjudicial foreclosure of a Mortgage or a deed in lieu thereof.

1.8.18 "Identifying Number" means a symbol or address that identifies only one Unit in a Condominium.

1.8.19 "Limited Common Element" means a portion of the Common Elements allocated by this Declaration (or by subsequent amendments thereto) or by operation of law for the exclusive use of one or more but fewer than all of the Units as provided in Article 7.

1.8.20 "Manager" means the person retained by the Board, if any, to perform such management and administrative functions and duties with respect to the Condominium as are delegated to such person and as are provided in a written agreement between such person and the Association.

1.8.21 "Mortgage" means a mortgage or deed of trust that creates a lien against a Unit and also means a real estate contract for the sale of a Unit.

1.8.22 "Mortgagee" means the beneficial owner, or the designee of a beneficial owner, of an encumbrance on a Unit created by mortgage or deed of trust and also means the vendor, or the designee of a vendor, of a real estate contract for the sale of a Unit. A Mortgagee of the Condominium and a Mortgagee of a Unit are included within the definition of Mortgagee.

1.8.23 "Mortgagee of a Unit" means the holder of a Mortgage on a Unit, which mortgage was recorded simultaneous with or after the recordation of this Declaration. Unless the context requires otherwise, the term "Mortgagee of a Unit" shall also be deemed to include the Mortgagee of the Condominium.

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1.8.24 "Mortgagee of the Condominium" means the holder of a Mortgage on the Property which this Declaration affects, which Mortgage was recorded prior to the recordation of this Declaration. The term "Mortgagee of the Condominium" does not include Mortgagees of the individual Units.

1.8.25 "Person" means natural persons, partnerships, corporations, associations, personal representatives, trustees or other legal entities.

1.8.26 "Phase I" means the first phase of the Condominium consisting of all of the land described in Exhibit A and the Eighteen (18) Units in Buildings A, B, C, D, and E, as shown on the Survey Map and Plans and the Limited Common Elements assigned thereto under this Declaration.

1.8.27 "Property" or "Real Property" means the fee, leasehold or other estate or interest in, over or under the land, described in Exhibit A, including Buildings, structures, fixtures, and other improvements thereon and easements, rights and appurtenances belonging thereto which by custom, usage, or law pass with a conveyance of land although not described in the contract of sale or instrument of conveyance. "Property" included parcels, with or without upper or lower boundaries, and spaces that may be filled with air or water, and all personalty intended for use in connection therewith.

1.8.28 "Renting or Leasing" a Unit means the granting of a right to use or occupy a Unit, for a specified term or indefinite term (with rent reserved on a periodic basis), in exchange for the payment of rent (that is, money, property or other goods or services of value); but shall not mean and include joint ownership of a Unit by means of joint tenancy, tenancy-in-common or other forms of co-ownership.

1.8.29 "Residential Purposes" means use for dwelling or recreational purposes, or both.

1.8.30 "Special Declarant Rights" means rights, if expressly reserved in this Declaration for the benefit of Declarant to:

(a) complete improvements indicated on Survey Map and Plans filed with the Declaration under RCW 64.34.232;

(b) exercise any Development Right under Section 24.2;

(c) maintain sales offices, management offices, signs advertising the Condominium, and models under Section 24.1.2;

(d) use easements through the Common Elements for the purpose of making improvements within the Condominium or within property which may be added to the Condominium;

(e) make the Condominium part of a larger Condominium or a development under RCW 64.34.280;

(f) make the Condominium subject to a master association under RCW 64.34.276.

1.8.31 "Subsequent Phase" means the creation by the Declarant of additional Units and associated Limited Common Elements on all or a portion of the Subsequent Phase Property pursuant to Article 2.

1.8.32 "Subsequent Phase Amendment" means an amendment to this Declaration recorded by the Declarant creating Units and Limited Common Elements on the Subsequent Phase Property pursuant to Article 2.

1.8.33 "Subsequent Phase Property" means that portion of the real property initially included in the Condominium upon which the Declarant has the right to create Units and assign Limited Common Elements or to withdraw, as described in Exhibit A and shown on the Survey Map and Plans, as it may be amended upon the creation of Units in a Subsequent Phase.

1.8.34 "Survey Map and Plans" means the survey map and the plans recorded simultaneously with this Declaration and any amendments, corrections, and addenda thereto subsequently recorded.

1.8.35 "Unit" means a portion of the Condominium designated for separate ownership, the boundaries of which are described pursuant of Article 4.

1.8.36 "Unit Owner" or "Owner" means a Declarant or other person who owns a Unit, but does not include a person who has an interest in a Unit solely as security for an obligation; or is merely "renting" or "leasing" a Unit as defined in Section 1.8.28. "Unit Owner" means the vendee, not the vendor, of a Unit under a real estate contract.

1.9 Construction and Validity.

1.9.1 All provisions of the Declaration and Bylaws are severable.

1.9.2 The rule against perpetuities may not be applied to defeat any provisions of the Declaration, Bylaws, rules or regulations adopted pursuant to RCW 64.34.304(1) (a).

1.9.3 In the event of a conflict between the provisions of the Declaration and the Bylaws, the Declaration prevails except to the extent the Declaration is inconsistent with the Act.

1.9.4 The creation of this Condominium shall not be impaired and title to the Unit and Common Elements shall not be rendered unmarketable or otherwise affected by reason of an insignificant failure of the Declaration or Survey Map and Plans or any amendment thereto to comply with the Act.

1.9.5 If the Declaration or Bylaws now or hereafter provide that any officers or directors of the Association must be Unit Owners, then notwithstanding the definition contained in Section 1.8.36, the term "Unit Owner" in such context shall, unless the Declaration or Bylaws otherwise provided, be deemed to include any director, officer, partner in, or trustee of any person, who is, either alone or in conjunction with another person or person, a Unit Owner. Any officer or director of the Association who would not be eligible to serve as such if he or she were not a director, officer, partner in, or trustee of such a person shall be disqualified from continuing in office if he or she ceases to have any such affiliation with that person, or if that person would have been disqualified from continuing in such office as a natural person.

## ARTICLE 2

### DESCRIPTION OF LAND; DEVELOPMENT IN PHASES

2.1 Description of Land. The real property initially included in the Condominium is described in Exhibit A, Paragraph 1. The Declarant reserves the right to withdraw from the Condominium all or a portion of the Subsequent Phase Property. In that connection, the Declarant reserves the right to execute, on behalf of the Unit Owners and the Association, any applications to governmental agencies or other documents or instruments necessary to establish the Subsequent Phase Property, or portion thereof that the Declarant desires to withdraw, as a legal lot.

2.2 Development in Phases. The Declarant intends to develop the Condominium in phases on the land described in Exhibit A. The first phase (Phase I) consists of the Eighteen (18) Units located in Buildings A, B, C, D and E as listed in Exhibit C and as shown on the Survey Map and Plans. The Declarant may create up to an additional Forty-four (44) Units in one or more Subsequent Phases by (a) recording an amendment to Exhibit A to remove that portion of the real property upon which the Units being created are located from the Subsequent Phase Property; (b) recording an amendment to Exhibit C listing all of the Units in the Condominium, including those being created, together with all of the information called for by that schedule; (c) recording an amendment to Exhibit

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C reallocating the Allocated Interests among all of the Units in accordance with Article 8 and Exhibit C; and (d) filing an amendment to the Survey Map and Plans showing the Units created by that phase and the Limited Common Elements assigned thereto and any remaining Subsequent Phase Property.

2.3 Improvements in Subsequent Phases. The improvements added to the property in a Subsequent Phase shall be consistent with the improvements in Phase I in terms of structure type and quality of construction. All Units in each phase shall be substantially completed before they are added to the Condominium. The Declarant shall be the beneficial owner of all improvements on the Subsequent Phase Property until Units have been created thereon and the Declarant shall be the owner of the Units thereby created until they are conveyed by the Declarant.

2.4 Liens. Any liens that arise in connection with the Declarant's ownership of or construction of improvements on the Subsequent Phase Property shall attach only to the Declarant's interest in any Units owned by the Declarant or against the Declarant's Development Rights and Special Declarant Rights and shall not adversely affect the rights of other Unit Owners or the priority of Mortgages on the Units. All taxes and costs relating to improvements on the Subsequent Phase Property before the Units therein have been created shall be paid by or allocated to the Declarant.

2.5 Election to Withdraw Land. The Declarant may at any time or times, elect to withdraw from the Condominium all or a portion of the Subsequent Phase Property, as it may be described in Exhibit A at that time, by (a) recording a notice of withdrawal signed only by the Declarant which describes the land being withdrawn; (b) recording an amendment to Exhibit A describing the land remaining in the Condominium; (c) recording an amendment to Exhibit A describing any remaining land subject to Development Rights; and (d) filing an amendment to the Survey Map and Plans showing the land remaining in the Condominium. At the time Declarant elects to withdraw land from the Condominium, Declarant may reserve for the benefit of such land the right to use the Common Elements of the Condominium by recording an amendment to the Declaration providing the terms of such use and any special costs or fees which will be charged for such use.

2.6 Expiration of Development Rights. The Development Rights specified herein shall terminate on the earlier of (a) the Seventh (7th) anniversary of the recording of this Declaration, or (b) the recording of a notice signed by the Declarant that it no longer wishes to exercise any of the Development Rights.

ARTICLE 3

DESCRIPTION OF UNITS

Either Exhibits B or C, or both, attached hereto set forth the following:

3.1 Number of Units. The number of Units which Declarant has created and reserves the right to create.

3.2 Unit Number. The Identifying Number of each Unit created by this Declaration.

3.3 Unit Description. With respect to each existing Unit:

3.3.1 The approximate square footage.

3.3.2 The number of bathrooms, whole or partial, in any Unit.

3.3.3 The number of rooms designated primarily as bedrooms in any Unit.

3.3.4 The number of built-in fireplaces in any Unit.

3.3.5 The level or levels on which each Unit is located.

3.4 Access to Common Ways and Public Streets. Each Unit has direct access to Common Element stairways, lobbies, walls, parking areas and/or driveways, and all such Common Elements have direct access to public streets through Grant Avenue South.

ARTICLE 4

BOUNDARIES

The boundaries of a Unit are the unfinished interior surfaces of its perimeter walls, floors, ceilings, windows, and doors, and the Unit includes both the portions of the Building so described and the air space so encompassed. The perimeter boundaries of all Units are as located and depicted on the Survey Map and Plans. The vertical boundaries of each Unit are also as located and depicted on the Survey Map and Plans. The term "interior surfaces" shall not include paint, wallpaper, paneling, carpeting, tiles or other such decorative surface coverings or finishes. Said decorative finishes and coverings, along with fixtures and other tangible personal property (including furniture, planters, mirrors, and the like) located in and used in connection with said Unit or Limited Common Element, shall be deemed a part of said Unit or Limited Common Element.

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ARTICLE 5

DESCRIPTION OF OTHER IMPROVEMENTS

Exhibit B attached hereto sets forth the following:

5.1 Recreational Facilities. A description of the recreational facilities, if any, included within the Condominium.

5.2 Parking. The number of garage, uncovered or enclosed parking spaces, if any.

5.3 Storage Spaces. The number of storage spaces, if any.

ARTICLE 6

DESCRIPTION OF COMMON ELEMENTS AND FACILITIES;  
CERTAIN ITEMS MAY BE MADE OWNER'S RESPONSIBILITY

Except as otherwise specifically reserved, assigned or limited by the provisions of Article 7 hereof, the Common Elements consist of all portions of the Condominium except Units and include the following:

6.1 Real Property. The Real Property described in Exhibit A, and improvements thereto, which are not part of a Unit.

6.2 Utilities. Installations of utility services such as power, light, gas, hot and cold water, heating, refrigeration, air conditioning and incineration; pipes, conduits, and wires, wherever they may be located whether in partitions or otherwise and whether they serve one Unit, all Units or the Common Elements; elevator shafts, tanks, pumps, motors, fans, compressors, ducts; and in general all apparatus and installations existing for common use; but excluding plumbing, electrical and similar fixtures, which fixtures are located within a Unit for the exclusive use of that Unit.

6.3 Other Parts. All other parts of the Property necessary or convenient to its existence, maintenance and safety, or normally in common use.

ARTICLE 7

DESCRIPTION OF LIMITED COMMON ELEMENTS

7.1 Limited Common Elements. The Limited Common Elements are allocated for the exclusive use of the Owner or Owners of the Unit or Units to which they are allocated or assigned, provided by law or other provisions of the Declaration or amendments thereto, and consist of:

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7.1.1 Such Limited Common Elements, if any, as may be described in Exhibit B attached hereto.

7.2 Common to Limited Common Element. Sixty-seven Percent (67%) of the Unit Owners, including the Owner of the Unit to which the Limited Common Element will be assigned or incorporated, must agree to reallocate a Common Element as a Limited Common Element or to incorporate a Limited Common Element into an existing Unit. Such reallocation or incorporation shall not apply with respect to any such reallocation or incorporation made as a result of the exercise of any Development Right reserved by Declarant.

7.3 Reallocation. A Limited Common Element may be reallocated between Units only with the approval of the Board and by an Amendment to the Declaration executed by the Owners of the Units to which the Limited Common Element was and will be allocated. The Board shall approve the request of the Owner or Owners under this Section within Thirty (30) days, or within such other period provided by the Declaration, unless the proposed reallocation does not comply with the Condominium Act or the Declaration. The failure of the Board to act upon a request within such period shall be deemed approval thereof. The Amendment shall be recorded in the names of the parties and of the Condominium. Such reallocation or incorporation shall be reflected in an Amendment to the Declaration and the Survey Map and Plans.

## ARTICLE 8

### ALLOCATED INTERESTS

The Allocated Interests of each Unit (that is, the undivided interest in the Common Elements, and the Common Expense Liability allocated to each Unit) are set forth in Exhibit C attached hereto. Any values used to establish the percentages required by the Act do not reflect, necessarily, the amount for which a Unit will be sold, from time to time, by Declarant or others. The Allocated Interest pertaining to each Unit cannot be changed except as provided in this Declaration. The Allocated Interest and the title to the respective Units shall not be separated or separately conveyed and each Allocated Interest shall be deemed to be conveyed with its respective Unit even though the description in the instrument of conveyance or encumbrance may refer only to the title to the Unit. Except where permitted by the Act, the Common Elements are not subject to partition, and any purported conveyance, encumbrance, judicial sale, or other voluntary or involuntary transfer of an Allocated Interest made without the Unit to which that interest is allocated is void.

ARTICLE 9

OWNER'S ASSOCIATION

9.1 Form of Association. The Association shall be organized as a non-profit corporation under the laws of the State of Washington and shall be known as "Steeple Chase Hill Homeowners Association".

9.2 Membership.

9.2.1 Qualification. Each owner (including Declarant) shall be a member of the Association and shall be entitled to one membership for each Unit so owned; provided, that if a Unit has been sold on contract, the contract purchaser shall exercise the rights of the Unit Owner for purposes of the Association, this Declaration, and the Bylaws, except as hereinafter limited, and shall be the voting representative unless otherwise specified. Ownership of a Unit shall be the sole qualification for membership in the Association.

9.2.2 Transfer of Membership. The Association membership of each Owner (including Declarant) shall be appurtenant to the Unit giving rise to such membership, and shall not be assigned, transferred, pledged, hypothecated, conveyed or alienated in any way except upon the transfer of title to said Unit and then only to the transferee of title such Unit. Any attempt to make a prohibited transfer shall be void. Any transfer of title to a Unit shall operate automatically to transfer the membership in the Association appurtenant thereto to the new Owner thereof.

9.3 Voting.

9.3.1 Number of Votes. The total voting power of all Owners when all phases are established shall be Sixty-two (62) votes. At all times, each Unit Owner shall have One (1) vote.

9.3.2 Multiple Owners. If only one of the multiple owners of a Unit is present at a meeting of the Association, the owner is entitled to cast all votes allocated to that Unit. If more than one of the multiple Owners are present, the votes allocated to that Unit may be cast only in accordance with the agreement of the majority in interest of the multiple owners. There is majority agreement if any one of the multiple Owners casts the votes allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit.

9.3.3 Proxies. Votes allocated to a Unit may be cast pursuant to a proxy duly executed by a Unit Owner. If a Unit is owned by more than one person, each owner of the Unit may vote or

register protest to the casting of votes by the other Owners of the Unit through a duly executed proxy. A Unit Owner may not revoke a proxy given pursuant to this section except if it is not dated or purports to be revocable without notice. Unless stated otherwise in the proxy, a proxy terminates Eleven (11) months after its date of issuance.

9.3.4 Pledged Votes. If an Owner is in default under a first Mortgage on the Unit for Ninety (90) consecutive days or more, the Mortgagee shall automatically be authorized to declare at any time thereafter that the Unit Owner has pledged his or her vote on all issues to the Mortgagee during the continuance of the default. If the Board has been notified of any such pledge to a Mortgagee, or in the event the record Owner or Owners have otherwise pledged their vote regarding special matters to a Mortgagee under a duly recorded Mortgage, only the vote of such Mortgagee or vendor, will be recognized in regard to the special matters upon which the vote is so pledged, if a copy of the instrument with this pledge has been filed with the Board. Amendments to this subsection shall only be effective upon the written consent of all the voting Owners and their respective Mortgagees, if any.

9.3.5 Association Owned Units. No votes allocated to a Unit owned by the Association may be cast, and in determining the percentage of votes required to act on any matter, the votes allocated to Units owned by the Association shall be disregarded.

9.4 Meetings, Notices of Meetings and Quorums.

9.4.1 Meetings. A meeting of the Association must be held at least once a year. Special meetings of the Owners may be called the president, a majority of the Board, or by written request by the Owners having at least Twenty Percent (20%) of the total votes in the Association. Not less than Ten (10) nor more than Sixty (60) days in advance of any meeting, the secretary or other officer specified in the bylaws shall cause notice to be hand delivered or sent prepaid by first class United States mail to the mailing address of each Unit or to the mailing address designated in writing by the Unit Owner. Such notice shall specify the date, time and place of the meeting, and the matters on the agenda to be voted on by the members, including the general nature of any proposed amendment to the Declaration or Bylaws. changes in the previously approved budget that result in a change in Assessment obligations, and any proposal to remove a director or officer.

9.4.2 Quorums.

(a) A quorum is present throughout any meeting of the Association if the owners of Units to which Twenty-five

Percent (25%) of the votes of the Association are allocated are present in person or by proxy at the beginning of the meeting.

(b) a quorum is deemed present throughout any meeting of the Board if persons entitled to cast Fifty Percent (50%) of the votes are present at the beginning of the meeting.

9.5 Bylaws of Association.

9.5.1 Adoption of Bylaws. Bylaws (and amendments thereto) for the administration of the Association and the Property, and for other purposes not inconsistent with the Act or with the intent of this Declaration shall be adopted by the Association upon concurrence of those voting Owners holding a majority of the total voting power. Amendments to the Bylaws may be adopted at any regular or special meeting. Declarant may adopt initial Bylaws.

9.5.2 Bylaws Provisions. The Bylaws may contain provisions supplementary, not inconsistent, provisions regarding the operation of the Condominium and administration of the Property.

ARTICLE 10

MANAGEMENT OF CONDOMINIUM

10.1 Administration of the Condominium. The Unit Owners covenant and agree that the administration of the Condominium shall be in accordance with the provisions of this Declaration and the Bylaws of the Association which are made a part hereof.

10.2 Election and Removal of Board and Officers.

10.2.1 Election By Owners, In General. The Unit Owners (including Declarant and any Affiliate of Declarant to the extent Units are owned by Declarant or any such Affiliate) shall elect a Board of at least Three (3) members, as least a majority of whom must be Unit Owners. The Board shall elect the officers. Such members of the Board and officers shall take office upon election.

10.2.2 Election By Owners, Other Than Declarant. Not later than Sixty (60) days after conveyance of Twenty-five Percent (25%) of the Units which may be created to Unit Owners other than Declarant, at least One (1) member and not less than Twenty-five Percent (25%) of the members of the Board must be elected by Unit Owners other than Declarant. Not later than Sixty (60) days after conveyance of Fifty Percent (50%) of Units which may be created to Unit Owners other than Declarant, not less than Thirty-three and One-third Percent (33-1/3%) of the members of the Board must be

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elected by Unit Owners other than Declarant. Not later than the earlier of either (a) Two (2) months after conveyance of Seventy-five Percent (75%) of the Units which may be created to Unit Owners other than Declarant, or (b) Five (5) years after conveyance of the first (1st) Unit in the Condominium, all members of the Board must be elected by Unit Owners. For a period of Four (4) years after the date on which all members of the Board were first elected by Unit Owners, the Association shall send to Declarant copies of all minutes of meetings of both the Association and the Board, with such minutes being sent within Thirty (30) days of the date on which any such meeting occurred.

10.2.3 Taking Office; Officers. The Board shall elect the officers of the Association. Such members of the Board and officers shall take office upon election.

10.2.4 Removal. The Unit Owners, by a Two-thirds (2/3) vote of the voting power in the Association present and entitled to vote at any meeting of the Unit Owners at which a quorum is present, may remove any member of the Board with or without cause.

10.3 Management by Board.

10.3.1 On Behalf of Association. Except as otherwise provided in the Declaration, the Bylaws, Section 10.3.2 or the Act, the Board shall act in all instances on behalf of the Association. In the performance of their duties, the officers and members of the Board are required to exercise ordinary and reasonable care.

10.3.2 Limitation of Board Authority. The Board shall not act on behalf of the Association to amend the Declaration in any manner that requires the vote or approval of the Unit Owners pursuant to Section 21.1, to terminate the Condominium pursuant to RCW 64.34.268, or to elect members of the Board or determine the qualifications, powers, and duties, or terms of office of members of the Board pursuant to Section 10.3.2; but the Board may fill vacancies in its membership for the unexpired portion of any term.

10.3.3 Budget Approval. Within Thirty (30) days after adoption of any proposed budget for the Condominium, the Board shall provide a summary of the budget to all Unit Owners and shall set a date for a meeting of the Unit Owners to consider ratification of the budget not less than Fourteen (14) nor more than Sixty (60) days after mailing of the summary. Unless at that meeting the Owners of Units 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 Unit Owners shall be continued until such time

as the Unit Owners ratify a subsequent budget proposed by the Board.

10.4 Authority of the Association.

10.4.1 The Association acting through the Board, or the Manager appointed by the Board, for the benefit of the Condominium and the Owners, shall enforce the provisions of this Declaration and of the Bylaws, shall have all powers and authority permitted to the Board under the Act and this Declaration, including but not limited to the following:

(a) Adopt and amend Bylaws, rules and regulations;

(b) Adopt and amend budgets for revenues, expenditures, and reserves, and impose and collect Assessments for Common Expenses from Unit Owners;

(c) Hire and discharge or contract with managing agents and other employees, agents, and independent contractors;

(d) Institute, defend, or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Unit Owners on matter affecting the Condominium;

(e) Make contracts and incur liabilities;

(f) Regulate the use, maintenance, repair, replacement and modification of Common Elements;

(g) Cause additional improvements to be made as a part of the Common Elements;

(h) Acquire, hold, encumber, and convey in its own name any right, title, or interest to real or personal property, but Common Elements may be conveyed or subject to a security interest only pursuant to Section 10.8

(i) Grant easements, leases, licenses and concessions through or over the Common Elements, and for services provided to Unit Owners;

(j) Impose and collect any payments, fees or charges for the use, rental or operation of the Common Elements, and for services provided to Unit Owners;

(k) Impose and collect charges for late payments of assessments and, after notice and an opportunity

to be heard by the Board or by such representative designated by the Board and in accordance with such provisions as provided in the Declaration or Bylaws or rules and regulations adopted by the Board, levy reasonable fines in accordance with a previously established schedule thereof adopted by the Board and furnished to the Owners for violations of the Declaration, Bylaws and rules and regulations of the Association;

(l) Impose and collect reasonable charges for the preparation and recording of amendments to the Declaration, resale certificates required by RCW 64.34.425 and statements of unpaid Assessments;

(m) Provide for the indemnification of its officers and Board and maintain directors' and officers' liability insurance;

(n) Assign its right to future income, including the right to receive common expense assessments, but only to the extent the Declaration provides;

(o) Exercise any other powers conferred by the Declaration or Bylaws;

(p) Exercise all other powers that may be exercised in this state by the same type of corporation as the Association;

(q) Exercise any other powers necessary and proper for the governance and operation of the Association;

(r) Maintain and repair any Unit, its appurtenances, appliances, and any Limited Common Elements, if such maintenance or repair is reasonably necessary in the discretion of the Board to protect the Common Elements or preserve the appearance and value of the Condominium, and the Owner of said Unit has failed and refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair has been delivered by the Board to the Owner; provided that the Board shall levy a special charge against the Unit of such Owner for the cost of such maintenance or repair; and

(s) Pay any amount necessary to discharge any lien or encumbrance levied against the entire Property or any part thereof which is claimed to or may, in the opinion of the Board, constitute a lien against the Property or against the Common Elements, rather than merely against the interest therein of particular Owners. Where one or more Owners are responsible for the existence of such lien, they shall be jointly and severally liable for the cost of discharging it, and any costs and expenses (including court costs and attorney fees) incurred by the Board by



reason of such lien or liens shall be specially charged against the Owners and the Units responsible to the extent of their responsibility.

10.4.2 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 Association funds a capital addition or improvement (other than for purposes of restoring, repairing or replacing portions of the Common Elements) having a total cost in excess of Five Thousand Dollars (\$5,000.00), without first obtaining the affirmative vote of a majority of Owners at a meeting called for such purpose, or if no such meeting is held, then the written consent of a majority of Owners; provided that any expenditure or contract for each capital addition or improvement in excess of Twenty-Five Thousand Dollars (\$25,000.00) must be approved by Owners having not less than Sixty-seven Percent (67%) of the voting power. In addition, except for causes of action and lawsuits against either (1) any Unit Owner, the Association and/or Declarant arising as the result of their alleged failure to comply with the provisions of this Declaration, the Bylaws or Rules and Regulations adopted by the Association, or (2) any person or entity, and arising as a result of alleged tortious conduct which resulted in injury to persons or property, no lawsuits shall be commenced by the Association which could result in the Association incurring legal fees and costs in excess of \$5,000, without first obtaining the affirmative vote or agreement of the Owners of Units to which at least Seventy Percent (70%) of the votes in the Association are allocated. If the cause of action or lawsuit is against the Declarant, then Units owned by the Declarant shall not be considered in determining whether the Seventy Percent (70%) affirmative vote has been received.

10.4.3 Nothing herein contained shall be construed to give the Association authority to conduct an active business for profit on behalf of all the Owners or any of them.

10.4.4 The Board and its agents or employees, may enter any Unit or Limited Common Element when necessary in connection with any maintenance, landscaping or construction for which the Board is responsible or in the event of emergencies. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Board paid for as a Common Expense if the entry was due to an emergency, or for the purpose of maintenance or repairs to Common or Limited Common Elements where the repairs were undertaken by or under the direction or authority of the Board; provided, if the repairs or maintenance were necessitated by or for the Unit entered or its Owners, or requested by its Owners, the costs thereof shall be specially charged to such Unit. In furtherance of the foregoing, the Board (or its designated agent) shall have the right at all times to possess such keys and/or lock combinations as are

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necessary to gain immediate access to Units and Limited Common Elements.

10.5 Borrowing by Association. In the discharge of its duties and the exercise of its powers as set forth in Section 10.4.1, but subject to the limitations set forth in this Declaration, the Board may borrow funds on behalf of the Association and to secure the repayment of such funds, assess each Unit (and the Owner thereof) for said Unit's prorata share of said borrowed funds and the obligation to pay said prorata share shall be a lien against said Unit and the undivided interest in the Common Elements appurtenant to said Unit. Provided, that the Owner of a Unit may remove said Unit and the percentage of undivided interest in the Common Elements appurtenant to such Unit from the lien of such assessment by payment of the Allocated Interest in the Common Expense Liability attributable to such Unit. Subsequent to any such payment, discharge, or satisfaction, the Unit and the Allocated Interest in the Common Elements appurtenant thereto shall thereafter be free and clear of the liens so paid, satisfied, or discharged. Such partial payment, satisfaction, or discharge shall not prevent the lienor from proceeding to enforce his rights against any Unit and the Allocated Interest in the Common Elements appurtenant thereto not to paid, satisfied, or discharged.

10.6 Association Records and Funds.

10.6.1 Records and Audits. The Association shall keep financial records sufficiently detailed to enable the Association to comply with RCW 64.34.425 in providing resale certificates. All financial and other records shall be made reasonably available for examination by any Unit Owner, the Owner's authorized agents and all Mortgagees. At least annually, the Association shall prepare, or cause to be prepared, a financial statement of the Association in accordance with generally accepted accounting principles. If this Condominium consists of Fifty (50) or more Units, the financial statements of the Condominium shall be audited at least annually by a certified public accountant. If this Condominium consists of fewer than Fifty (50) Units, an annual audit is also required but may be waived annually by Owners (other than the Declarant) of Units to which Sixty Percent (60%) of the votes are allocated, excluding the votes allocated to Units owned by the Declarant.

10.6.2 Fund Commingling. 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.

10.7 Association as Trustee. With respect to a third person dealing with the Association in the Association's capacity as a trustee, the existence of trust powers and their proper exercise by the Association may be assumed without inquiry. A third person is not bound to inquire whether the Association has power to act as trustee or is properly exercising its powers. A third person, without actual knowledge that the Association is exceeding or improperly exercising its powers, is fully protected in dealing with the Association as if it possessed and properly exercised the powers it purports to exercise. A third person is not bound to assure the proper application of trust assets paid or delivered to the Association in its capacity as trustee.

10.8 Common Elements, Conveyance, Encumbrance.

10.8.1 In General. Portions of the Common Elements which are not necessary for the habitability of a Unit may be conveyed or subjected to a security interest by the Association if the Owners of Units to which at least Eighty Percent (80%) of the votes in the Association are allocated, including Eighty Percent (80%) of the votes allocated to Units not owned by Declarant or an affiliate of Declarant, agree to that action; but all the Owners of Units to which any Limited Common Element is allocated must agree in order to convey that Limited Common Element or subject it to a security interest. Proceeds of the sale or financing are an asset of the Association.

10.8.2 Agreement. An agreement to convey Common Elements or subject them to a security interest must be evidenced by the execution of an agreement, or ratification thereof, in the same manner as a deed, by the requisite number of Unit Owners. The agreement must specify a date after which the agreement will be void unless recorded before that date. The agreement and all ratification thereof must be recorded in every county in which a portion of the Condominium is situated and is only effective upon recording.

10.8.3 Conditions Precedent. The Association, on behalf of the Unit Owners, may contract to convey Common Elements or subject them to a security interest, but the contract is not enforceable against the Association until approved pursuant to Sections 10.8.1 and 10.8.2. Thereafter, the Association has all powers necessary and appropriate to effect the conveyance or encumbrance, including the power to execute deeds or other instruments.

10.8.4 Void Transactions. Any purported conveyance, encumbrance, or other voluntary transfer of Common Elements, unless made pursuant to this Section, is void.

10.8.5 Support Right. A conveyance or encumbrance of Common Elements pursuant to this section shall not deprive any Unit of its rights of access and support.

10.9 Termination of Contracts and Leases. If entered into before the Board elected by the Unit Owners pursuant to Section 10.2.2 takes office, (1) any management contract, employment contract, or lease or recreational or parking areas or facilities, (2) any other contract or lease between the Association and a Declarant or an affiliate of a Declarant, or (3) any contract or lease that is not bona fide or was unconscionable to the Unit Owners at the time entered into under the circumstances then prevailing, may be terminated without penalty by the Association at any time after the Board elected by the Unit Owners pursuant of Section 10.2.2 takes office upon not less than Ninety (90) days notice to the other party or within such lesser notice period provided for without penalty in the contract or lease. This Section does not apply to any lease, the termination of which would terminate the Condominium or reduce its size, unless the real property subject to that lease was included in the Condominium for the purpose of avoiding the right of the Association to terminate a lease under this Section.

#### ARTICLE 11

##### USE; REGULATION OF USES; ARCHITECTURAL UNIFORMITY

11.1 Residential Units. The Units shall be used for: (a) residential purposes only, including sleeping, eating, food preparation for on-site consumption by occupants and guests, entertaining by occupants of personal guests and similar activities commonly conducted within a residential dwelling, without regard to whether the Unit Owner or occupancy resides in the Unit as a primary or secondary personal residence, on an ownership, rental, lease or invitee basis; for the common social, recreational or other reasonable uses normally incident to such purposes; and (b) for purposes of operating the Association and managing the Condominium.

11.2 Vehicle Parking Restrictions. Parking spaces (except fully enclosed garages) are restricted to use for parking of operative motor vehicles; other items and equipment may be parked or kept therein only subject to the rules or regulations of the Board. The Board shall require removal of any inoperative or improperly licensed vehicle, or any unsightly vehicle, and any other equipment or item improperly stored in parking spaces. If the same is not removed, the Board shall cause removal at the risk

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and expense of the Owner thereof. Use of all parking areas may be regulated by the Board and is subject to the provisions of Article 7 of this Declaration.

11.3 Common Drives and Walks. Common drives, walks, corridors, stairways and other general Common Elements shall be used exclusively for normal transit and no obstructions and/or decorations or other items shall be placed thereon or therein except by express written consent of the Board.

11.4 Interior Unit Maintenance.

11.4.1 Standard of Condition. Each Unit Owner shall, at his sole expense, have the right and the duty to keep the interior of his Unit and its improvements, equipment, appliances, and appurtenances in good order, condition and repair. Each Owner shall be responsible for the alteration, maintenance, repairs or replacement of any improvements, plumbing fixtures, water heaters, fans, heating or other equipment, electrical fixtures or appliances which may be in or connected with his Unit.

11.4.2 Additional Rights and Duties. Without limiting the generality of the foregoing, each Owner shall have the right and the duty, at his sole cost and expense, to construct, alter, maintain, repair, paint, paper, panel, plaster, tile, and finish the windows, window frames, doors, door frames and trim, interior non-load bearing partitions, and the interior surfaces of the ceilings, floors, and the perimeter walls in the Unit and the surfaces of the bearing and non-bearing walls located within his Unit and shall not permit or commit waste of his Unit or the Common Elements. Each Owner shall have the right to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls; provided that, except for hard surface flooring installed by Declarant or installed as part of the original construction of the Unit, no Owner shall install hard surface flooring within a Unit except with the prior written consent of the Board. This section shall not be construed as permitting any violation of any other provision of this Declaration or any interference with or damage to the structural integrity of the Unit or interference with the use and enjoyment of the Common Elements or of the other Units or any of them, nor shall it be construed to limit the powers or obligations of the Association or Board hereunder.

11.5 Alteration of Units.

11.5.1 Non-Structural. A Unit Owner may make any improvements or alterations to the Owner's Unit that do not affect the structural integrity or mechanical or electrical systems or lessen the support of any other Units or any part of the Condominium;

11.5.2 Common Element. A Unit Owner may not change the appearance of the Common Elements or the exterior appearance of a Unit without permission of the Association;

11.6 Limited Common Element Maintenance. Limited Common Elements, as defined in Article 7 and Exhibit B, are for the sole and exclusive use of the Units for which they are reserved or assigned; provided, that the use, condition and appearance thereof may be regulated under provisions of the Bylaws, rules or this Declaration including the following:

11.6.1 Decisions by Board. Decisions with respect to the standard of appearance and condition of Limited Common Elements, and with respect to the necessity for, and manner of, caring for, maintaining, repairing, repainting or redecorating Limited Common Elements ("Maintenance Work" herein), shall be made by the Board;

11.6.2 Performance of Work. Performance of such Maintenance Work shall be carried out by the Board on behalf of the Owner or Owners of Units to which the Limited Common Element in question is assigned or reserved; provided, that by written notice, the Board may permit such Owner or Owners to perform such Maintenance Work themselves;

11.6.3 Board Approval. Owners may not, however, modify, paint, or otherwise decorate, or in any way alter their respective Limited Common Elements without prior written approval of the Board;

11.6.4 Owner Pays Costs. Unit Owners will be responsible for the cost of such Maintenance Work for the Limited Common Elements reserved for or assigned to their Units;

11.6.5 Multiple Owners. With respect to a Limited Common Element reserved for or assigned to more than one Unit for the mutual and joint use thereof, the cost of such Maintenance Work for such Limited Common Element shall be divided in equal shares among the Units for which such Limited Common Element is reserved;

11.6.6 Cost as Special Charge. With respect to any such Maintenance Work performed by the Board, the cost thereof (or the appropriate share thereof if the Limited Common Element in question has been assigned or reserved jointly to more than one Unit) shall be levied as a special charge against the Unit or Units (and the Owner or Owners thereof) to which such Limited Common Element is assigned or reserved.

11.7 Exterior Appearance. In order to preserve a uniform exterior appearance to the Unit and the Common and Limited Common Elements visible to the public, the Board shall require and provide for the painting and other decorative finish of the Unit, lanais or patio/yard areas, or other Common or Limited Common Elements, and prescribe the type and color of such decorative finishes, and may prohibit, require or regulate any modification or decoration of the Unit Structure, lanais, patio/yard areas or other Common or Limited Common Elements undertaken or proposed by any Owner. This power of the Board extends to screens, doors, awnings, rails or other visible portions of each Unit. The Board may also require use of a uniform color and kind of Unit window covering (including draperies, blinds, shades, etc.) visible from the exterior or from Common Elements. Notwithstanding the foregoing, Declarant reserves the right to make minor modifications to the exteriors of Units in unsold Units including, but not limited to, the installation of privacy screens and fences.

11.8 Effect on Insurance. Nothing shall be done or kept in any Unit or in the Common or Limited Common Element which will increase the rate of insurance on the Common Element or Unit without the prior written consent of the Board. No Owner and/or purchaser shall permit anything to be done or kept in his Unit or in the Common or Limited Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common or Limited Common Elements, or which would be in violation of any laws.

11.9 Signs. No sign of any kind shall be displayed to the public view on or from any Unit or Common or Limited Common Element without the prior consent of the Board; provided, that the Board shall, by and subject to appropriate rule, permit temporary placement of a sign, at a space designated by the Board, indicating that a Unit is for sale or lease; and provided, that this section shall not apply to Declarant or Declarant's agents in exercising any Special Declarant Rights reserved by Declarant under this Declaration.

11.10 Pets. Domestic household pets, such as cats and dogs, may be kept by Unit Owners; provided that the keeping of pets shall be subject to such reasonable rules and regulations as the Board may adopt from time to time. The Board may require the removal of any animal which the Board in the exercise of reasonable discretion finds disturbing other Unit Owners unreasonably, and may exercise this authority for specific animals even though other animals are permitted to remain.

Pets will not be allowed on any Common Element (or Limited Common Elements allocated for the use of more than one Unit) unless they are on a leash or being carried and are being walked to or from the Unit to a public walk or street. At all

times the Common Elements shall be free from pet debris, including food and feces matter. At no time is pet feces to be deposited in the garbage. No livestock, poultry, rabbits or other animals whatsoever shall be allowed or kept in any part of the Condominium, nor may any animal be bred or used therein for any commercial purpose. Any outside facility for pets must be kept clean on a daily basis and no waste products or food be left in either the facility of on the Property.

11.11 Offensive Activity. No noxious or offensive activity shall be carried on in any Unit or Common or Limited Common Element, nor shall anything be done therein which may be or become an annoyance or nuisance to other Owners.

All occupants shall avoid making noises and using musical instruments, radios, and amplifiers in such manner as may disturb other occupants. Owners shall also control their pets so that they do not disturb other occupants.

11.12 Common Element Alterations. Nothing shall be altered or constructed in, or (except for an Owner's personal property) removed from, the Common Elements except upon the written consent of the Board and after procedures required herein or by law.

11.13 House Rules. The Board or the Association membership is empowered to pass, amend and revoke detailed administrative rules and regulations, or "House Rules," necessary or convenient from time to time to insure compliance with the general guidelines of this Article. Such House Rules shall be binding on all Unit Owners, lessees, guests and invitees upon adoption by the Board or Association.

11.14 Rental Units. The Leasing or Renting of a Unit by its Owner shall be governed by the provisions of this Section 11.14:

11.14.1 No Transient Purposes. With the exception of a lender in possession of a Unit following a default in a Mortgage, a Foreclosure proceeding or any deed or other arrangement in lieu of a Foreclosure, no Unit Owner shall be permitted to Lease his Unit for hotel or transient purposes which shall be defined as Renting for any period less than Seven (7) days. The Association may by resolution of the Board of Directors prohibit the Leasing of any Unit for a period of less than Six (6) months.

11.14.2 No Partial Leases. No Unit Owner may Lease less than the entire Unit.

11.14.3 Written Leases. All Leasing or Rental agreements shall be in writing and be subject to this Declaration and Bylaws (with a default by the tenant in complying with this



Declaration and/or Bylaws constituting a default under the Lease or Rental agreement).

11.14.4 Rent to Association. If a Unit 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 Unit as is required to pay any amounts due the Association 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 Unit under this Declaration for assessments and charges, or operate as an approval of the lease. The Board shall not exercise this power where a receiver has been appointed with respect to the Unit or its Owner; nor in derogation of any right which a Mortgagee of such Unit may have with respect to such rents. Other than as stated in this Section 11.14, there is no restriction on the right of any Unit Owner to Lease or otherwise Rent his Unit.

11.14.5 Approval of Lease. Each Unit Owner desiring to rent his Unit shall submit for approval by the Board the Lease Agreement with the prospective renter or lessee. The Board shall approve such Lease Agreement provided that both the charge due the Association under Article 12.15.1 has been paid by the Unit owner, and the Board determines that the Lease Agreement satisfies the requirements of this Declaration and the Bylaws relating thereto.

## ARTICLE 12

### COMMON EXPENSES AND ASSESSMENTS

12.1 Estimated Expenses. Within Sixty (60) days prior to the beginning of each calendar year, or much other fiscal year as the Board may adopt, the Board: Shall estimate the charges including Common Expenses, and any special charges for particular Units to be paid during such year, shall make provision for creating, funding and maintaining reasonable reserves for contingencies and operations, as well as for maintenance, repair, replacement and acquisition of Common Elements; and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly Assessments a reserve fund for replacement of those Common Elements which can reasonably be expected to require replacement or a major repair. The Board shall calculate the contributions to said reserve fund so that there are sufficient funds therein to replace, or perform such major repair, to each Common Element covered by the fund at the end of the estimated useful life of each such Common Element. The initial

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Board, whether appointed by Declarant or elected by Unit Owners, may at any suitable time establish the first such estimate. If the sum estimated and budgeted at any time proves inadequate for any reason (including non-payment 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 according to Section 12.4. Similarly, if the sum estimated and budgeted, and being collected and/or already collected, at any time proves excessive, the Board may reduce the amount being assessed and/or apply existing funds (in excess of current needs and required reserves) against future Assessments and/or refund such excess funds.

12.2 Payment by Owners. Each Owner shall be obligated to pay its share of Common Expenses and special charges made pursuant to this Article 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. No Owner may exempt himself from liability for payment of assessments for any reason, including waiver of use or enjoyment of any of the Common Elements or abandonment of the Owner's Unit.

12.3 Commencement of Assessments. The Declarant in the exercise of its reasonable discretion shall determine when the Association shall commence making Assessments; provided, that in no event shall Assessments for all Units in Phase 1 commence on a date later than Sixty (60) days after the earlier of: (a) the date Six (6) months after the date of first conveyance of a Unit in Phase 1 to an owner (other than Declarant or an affiliate of Declarant) or (b) the date on which Seventy-five Percent (75%) of the Units which may be created have been conveyed to Owners (other than Declarant or an affiliate of Declarant). Until the Association makes an Assessment, the Declarant shall pay all Common Expenses. After any Assessment has been made by the Association, Assessments must be made against all Units, based on a budget adopted by the Association; provided, for a period not to exceed Twelve (12) months following the date of first conveyance of a Unit to an Owner other than Declarant or an Affiliate of Declarant, the Board (whether appointed by Declarant or elected by Unit Owners) may elect not to collect monthly assessments calculated as provided in Section 12.1 and instead elect to collect and expend monthly assessments based on the actual costs of maintaining, repairing, operating and insuring the Common Areas (and exclusive of reserves). All costs associated with Subsequent Phase Property shall be borne solely by or allocated to Declarant until Assessments have commenced with respect to Units on the property or the Declarant no longer has the Development Right to create Units on that property.

12.4 Allocated Liability. Except for Assessments under Sections 12.5, 12.6, 12.7, 12.8, 12.9 and 12.10, all Common

Expenses must be assessed against all the Units in accordance with the allocations set forth in Exhibit C. Any past due Common Expense Assessment or installment thereof bears interest at the rate established by the Association pursuant to Section 12.12.12.

12.5 Limited Common Element. Any Common Expense associated with the operation, maintenance, repair, or replacement of a Limited Common Element shall be paid by the Owner of or assessed against the Units to which that Limited Common Element is assigned, equally.

12.6 Only Some Units Benefitted. The Board may elect that any Common Expense or portion thereof benefitting fewer than all of the Units must be assessed exclusively against the Units benefitted.

12.7 Insurance Costs. The Board may elect that the costs of insurance must be assessed in proportion to risk.

12.8 Utility Costs. The Board may elect that the costs of utilities must be assessed in proportion to usage. Each Unit will be individually metered and will be solely responsible for all natural gas, water and electricity provided to their Unit. Each Unit will be solely responsible for all costs of repairing and maintaining the natural gas furnace installed in their Unit.

12.9 Assessments for Judgment. Assessments to pay a judgment against the Association pursuant to RCW 64.34.368(1) may be made only against the Units in the Condominium at the time the judgment was entered in proportion to their Allocated Common Expense Liabilities at the time the judgment was entered.

12.10 Owner Misconduct. To the extent that any Common Expense is caused by the misconduct of any Unit Owner, the Association shall assess that expense against the Owner's Unit.

12.11 Reallocation. If Common Expense Liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be recalculated in accordance with the reallocated Common Expense Liabilities.

12.12 Lien for Assessments.

12.12.1 Lien. The Association has a lien on a Unit for any unpaid Assessments levied against a Unit from the time the Assessment is due.

12.12.2 Priority. A lien under Section 12.12 shall be prior to all other liens and encumbrances on a Unit except: (a) liens and encumbrances recorded before the recording of the Declaration; (b) a Mortgage on the Unit 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 Unit.

12.12.3 Mortgage Priority. Except as provided in Sections 12.12.4 and 12.12.5, the lien shall also be prior to the Mortgagee described in Section 12.12.2(b) to the extent of Assessments for Common Expenses, excluding any amounts for capital improvements, based on the periodic budget adopted by the Association pursuant to Section 12.1, which would have become due during the Six (6) months immediately preceding the date of the sheriff's sale in an action for judicial foreclosure by either the Association or a Mortgagee, the date of a trustee's sale in a nonjudicial foreclosure by a Mortgagee, or the date of recording of the Declaration of forfeiture in a proceeding by the vendor under a real estate contract.

12.12.4 Mortgagee Notice. The priority of the Association's lien against Units encumbered by a Mortgage held by an Eligible Mortgagee or by a Mortgagee which has given the Association a written request for a notice of delinquent Assessments shall be reduced by up to Three (3) months if and to the extent that the lien priority under Section 12.12.3 includes delinquencies which relate to a period after such holder becomes an Eligible Mortgagee or has given such request for notice and before the Association gives the holder a written notice of the delinquency. This section does not affect the priority of mechanics' or materialmen's liens, or the priority of liens for other Assessments made by the Association.

12.12.5 Recording as Notice. Recording of the Declaration constitutes record notice and perfection of the lien for Assessments. While no further recording of any claim of lien for Assessment under this section shall be required to perfect the Association's lien, the Association may record a notice of claim of lien for Assessments under this section in the real property records of any county in which the Condominium is located. Such recording shall not constitute the written notice of delinquency to a Mortgagee referred to in Section 12.12.3.

12.12.6 Limitation on Action. A lien for unpaid Assessments and the personal liability for payment of Assessment is extinguished unless proceedings to enforce the lien or collect the debt are instituted within Three (3) years after the amount of the Assessments sought to be recovered becomes due.

12.12.7 Foreclosure. The lien arising under Section 12.12 may be enforced judicially by the Association or its authorized representative in the manner set forth in RCW 61.12. The Association or its authorized representative shall have the power to purchase the Unit at the foreclosure sale and to acquire,

hold, lease, mortgage, or convey the same. Upon an express waiver in the complaint of any right to a deficiency judgment in a judicial foreclosure action, the period of redemption shall be Eight (8) months. Nothing in this section shall prohibit an Association from taking a deed in lieu of foreclosure.

12.12.8 Receiver. From the time of commencement of an action by the Association to foreclose a lien for nonpayment of delinquent Assessments under a Unit that is not occupied by the Owner thereof, the Association shall be entitled to the appointment of a receiver to collect from the lessee thereof the rent for the Unit as and when due. If the rental is not paid, the receiver may obtain possession of the Unit, refurbish it for rental up to a reasonable standard for rental units in this type of Condominium, rent the Unit or permit its rental to others, and apply the rents first to the cost of the receivership and attorneys' fees thereof, then to the cost of refurbishing the Unit, then to applicable charges, then to costs, fees, and charges of the foreclosure action, and then to the payment of the delinquent Assessments. Only a receiver may take possession and collect rents under this section, and a receiver shall not be appointed less than Ninety (90) days after the delinquency. The exercise by the Association of the foregoing rights shall not affect the priority of preexisting liens on the Unit.

12.12.9 Mortgagee Liability. Except as provided in Section 12.12.3, the holder of a Mortgage or other Purchaser of a Unit who obtains the right of possession of the Unit through foreclosure shall not be liable for Assessments or installments thereof that became due prior to such right of possession. Such unpaid Assessments shall be deemed to be Common Expenses collectible from all the Unit Owners, including such Mortgagee or other purchaser of the Unit. Foreclosure of a Mortgage does not relieve the prior Owner of personal liability for Assessments accruing against the Unit prior to the date of such sale as provided in this section.

12.12.10 Lien Surviving Sale. The lien arising under Section 12.12 shall not be affected by the sale or transfer of the subject Unit except in the event of sale through foreclosure, as provided in Section 12.12.9.

12.12.11 Owner Liability. In addition to constituting a lien on the Unit, each Assessment shall be the joint and several obligation of the Owner or Owners of the Unit to which the same are assessed as of the time the Assessment is due. In a voluntary conveyance the grantee of a Unit shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter up to the time of the grantor's conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. Suit to recover a personal

judgment for any delinquent Assessment shall be maintainable in any court of competent jurisdiction without foreclosing or waiving the lien securing such sums.

12.12.12 Late Charges. The Association may from time to time establish reasonable late charges and a rate of interest to be charged on all subsequent delinquent Assessments or installments thereof. In the absence of another established nonusurious rate, delinquent Assessments shall bear interest from the date of delinquency at the maximum rate permitted under RCW 19.52.020 on the date on which the Assessments became delinquent.

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

12.12.14 Assessment Certificate. The Association, upon written request, shall furnish to a Unit Owner or a Mortgagee a statement signed by an officer or authorized agent of the Association setting forth the amount of unpaid Assessments against that Unit. The statement shall be furnished within Fifteen (15) days after receipt of the request and is binding on the Association, the Board, and every Unit Owner, unless and to the extent known by the recipient to be false.

12.13 Acceleration of Assessments. In the event any monthly Assessment of special charge attributable to a particular Unit remains delinquent for more than Sixty (60) days, the Board may, upon Fifteen (15) days' written notice to the Owner of such Unit, accelerate and demand immediate payment of all, or such portion as the Board determines, of the monthly Assessments and special charges which the Board reasonably determines will become due during the next succeeding Twelve (12) months with respect to such Unit.

12.14 Delinquent Assessment Deposit; Working Capital.

12.14.1 Delinquent Assessment Deposit.

(a) A Unit Owner may be required by the Board or by the Manager, from time to time, to make and maintain a deposit not less than One (1) month nor in excess of Three (3) months estimated monthly Assessment and charges, which may be collected as are other Assessments and charges. Such deposit shall be held in a separate fund, be credited to the Unit owned by such Owner, and be for the purpose of establishing a reserve for delinquent Assessments.

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(b) 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 and charges. Said deposits shall not be considered as advance payments of regular Assessments. In the event the Board should draw upon said deposit as a result of a Unit Owner's delinquency in payment of any Assessments, said Owner shall continue to be responsible for the immediate and full payment of said delinquent Assessment (and all penalties and costs thereon) and thus the full restoration of said deposit, and the Board shall continue to have all of the rights and remedies for enforcing such Assessment payment and deposit restoration as provided by this Declaration and by law.

(c) Upon the sale of a Unit, the Seller/Owner thereof shall not be entitled to a refund from the Association of any deposit or reserve account made or maintained with respect to such Unit pursuant to this or any other section of this Declaration; rather, any such deposit or reserve account shall continue to be held by the Association for the credit of such Unit, and the Unit Purchaser shall succeed to the benefit thereof, and the Unit seller shall be responsible for obtaining from the Purchaser appropriate compensation therefor.

12.14.2 Working Capital Contribution. The first Purchaser of any Unit shall pay to the Association, in addition to other amounts due, an amount equal to Two (2) months of monthly Assessments as a contribution to the Association's working capital. Such working capital contributions shall not be used to defray Declarant's expenses in completing the construction of the Condominium, to pay Declarant's contributions to Association reserves or to make up any deficits in the budget of the Association. Upon the election of the first Board by Unit Owners other than Declarant, Declarant shall pay to the Association as a working capital contribution an amount equal to Two (2) months of monthly Assessments for each of the Units then owned by Declarant. When a Unit owned by Declarant is sold, Declarant may apply funds collected at closing from the Purchaser to reimburse itself for funds paid to the Association for such contribution with respect to that Unit. Such amount paid to the Association shall be non-refundable to such first Purchaser of a Unit. Also, each subsequent Purchaser of any unit, after the first Purchaser of such Unit, shall pay to the Association, in addition to other amounts due, an amount equal to Two (2) months of the then pertaining monthly Assessments as a contribution to the Association's working capital.

12.15 Special Charges for Services Provided to Unit Owners. Pursuant to the Authority granted the Association under R.C.W. 64.34.304(j), a Unit Owner shall pay the Association as charges for services requested of the Association by such Unit Owner all

amounts paid by or expenses incurred by the Association, if any, in connection with any of the following:

12.15.1 Review of request for approval by the Board of a prospective Lease Agreement for the rental of any Unit.

12.15.2 Preparation of a resale certificate.

12.15.3 Review of a request for approval by the Board of any architectural, structural or related alteration to the interior or exterior of any Unit.

12.15.4 Any other special request by a Unit Owner to the Association which results in the Association incurring any expense.

In addition, the Association may lease to unit owners parking spaces not assigned to or reserved for the exclusive use of any Unit. Which spaces are leased, to whom, the rent charged for such spaces, and any rules and regulations regarding the leasing of such parking spaces shall be as determined by the Board.

12.16 Costs Relating to Portion of Condominium Subject to Development Rights. In addition to the Declarant's obligation to pay Assessments as a Unit Owner as provided above, the Declarant shall pay all actual expenses associated with the development, construction, operation, maintenance, repair, replacement and insurance of the property and buildings subject to the Development Right to create Units. The Declarant shall pay the actual expenses associated with the improvements on the Subsequent Phase Property until Assessments have commenced with respect to Units created on that property pursuant to Article 2.

## ARTICLE 13

### INSURANCE

13.1 Insurance Coverage. Commencing not later than the time of the first conveyance of a Unit to a person other than a Declarant, the Association shall maintain, to the extent reasonably available, as a Common Expense a policy or policies of property insurance covering all of the general Common and Limited Common Elements including fixtures and Building service equipment, common personal property and supplies belonging to the Association, which shall include at a minimum:

13.1.1 Fire insurance, with extended coverage (including vandalism, malicious mischief, sprinkler leakage, debris removal, windstorm and water damage) endorsement, in an amount equal to the full insurable current replacement value (without deduction for depreciation, but with exclusion of land, foundation,

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excavation and other items normally excluded from coverage) of the Common and Limited Common Elements and the Units, with the Board named as insured as trustee for the use and benefit of Owners and Mortgagees as their interest may appear, or such other fire and casualty insurance as the Board shall determine to give substantially equal or greater protection insuring the owners, and their Mortgagees, in the percentage of common ownership as set forth in Exhibit C. Said policy or policies shall provide for separate protection for each Unit to the full insurable replacement value thereto (limited as above provided), and a separate loss payable endorsement, in favor of the Mortgagee or Mortgagees of each Unit, if any, and further, a separate loss payable clause in favor of the Mortgagee of the Condominium, if any.

13.1.2 Liability insurance, including medical payments insurance, in an amount determined by the Board but not less than One Million Dollars (\$1,000,000.00), covering all occurrences commonly insured against for death, bodily injury and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements.

13.1.3 Workmen's compensation insurance to the extent required by applicable laws.

13.1.4 Fidelity bonds naming the members of the Board, the manager and its employees and such other persons as may be designated by the Board as principals and the Association as obligee, in at least an amount equal to Three (3) months aggregate Assessments for all Units plus reserves, in the custody of the Association or Manager at any given time during the term of each bond. Such fidelity bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definitions of "employee" or similar expression.

13.1.5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions at the Board deems advisable.

13.1.6 Such other insurance (including directors and officers liability) as the Board deems advisable; provided, that notwithstanding any other provisions herein the Association shall continuously maintain in effect such casualty, flood and liability insurance and a fidelity bond meeting the insurance and fidelity bond requirements for condominium projects established by Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Veteran's Administration, or other governmental or quasi-governmental agencies involved in the secondary mortgage market, so long as any such agency is a Mortgagee or Owner of a Unit within the Condominium, except to the extent such coverage is not available or has been waived in writing by such agency.

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13.2 Owner's Additional Insurance. Notwithstanding the provisions of Section 13.1.1, each Owner shall be primarily responsible to obtain and maintain property insurance on the contents and personal property located within his Unit.

13.3 Coverage Not Available. If the insurance described in Section 13.1 is not reasonably available, or is modified, cancelled or not renewed, the Association shall promptly cause notice of that fact to be hand delivered or sent prepaid postage by first class United States mail to all Unit Owners, to each Eligible Mortgagee and to each Mortgagee to whom a certificate of insurance has been issued at their respective last known addresses. The Association in any event may carry any other insurance it deems appropriate to protect the Association or the Unit Owners.

13.4 Required Provisions. Insurance policies carried pursuant to this Article shall:

13.4.1 Provide that each Unit Owner is an insured person under the policy with respect to liability arising out of the Owner's interest in the Common Elements or membership in the Association;

13.4.2 Provide that the insurer waives its right to subrogation under the policy as to any and all claims against the Association, the Owner of any Unit and/or their respective agents, employees or tenants, and members of their household, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured;

13.4.3 Provide that no act or omission by any Unit Owner, unless acting within the scope of the Owner's authority on behalf of the Association, nor any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no direct control, will void the policy or be a condition to recovery under the policy;

13.4.4 Provide that if, at the time of loss under a policy, there is other insurance in the name of a Unit Owner covering the same risk covered by the policy, the Association's policy provides primary insurance, and that the liability of the insurer thereunder shall not be affected by, and the insurer shall not claim any right of set-off, counterclaims, apportionment, proration, contribution or assessment by reason of any other insurance obtained by or for any Unit Owner or any Mortgagee;

13.4.5 Contain no provision (other than insurance conditions) which will prevent Mortgagees from collecting insurance proceeds;

13.4.6 Contains, if available, an agreed amount and Inflation Guard Endorsement.

13.5 Claims Adjustment. Any loss covered by the property insurance under this Article must be adjusted with the Association, but the insurance proceeds for that loss are payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a Mortgage. The insurance trustee or the Association shall hold any insurance proceeds in trust for Unit Owners and lienholders as their interests may appear. Subject to the provisions of Article 14, the proceeds must be disbursed first for the repair or restoration of the damaged property, and Unit Owners and lienholders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or restored or the Condominium is terminated.

13.6 Certificate. An insurer that has issued an insurance policy under this Article shall issue certificates or memoranda of insurance to the Association and, upon written request, to any Unit Owner or holder of a Mortgage. The insurer issuing the policy may not modify the amount or the extent of the coverage of the policy or cancel or refuse to renew the policy unless the insurer has complied with all applicable provisions of RCW 48.18 pertaining to cancellation or non-renewal of contracts of insurance. The insurer shall not modify the amount or the extent of the coverage of the policy, or cancel or refuse to renew the policy, without complying with the requirements of the Act.

13.7 Notification on Sale of Unit. Promptly upon the conveyance of a Unit, the new Unit Owner shall notify the Association of the date of the conveyance and the Unit Owner's name and address. The Association shall notify each insurance company that has issued an insurance policy to the Association for the benefit of the Owners under Article 13 of the name of the new Owner and request that the new Owner be made named insured under such policy.

#### ARTICLE 14

##### DAMAGE OR DESTRUCTION; RECONSTRUCTION

14.1 Definitions; Significant Damage; Repair; Emergency Work.

14.1.1 As used in this Article, the term "Significant Damage" means damage or destruction, whether or not caused by casualty, to any part of the Property which the Board is responsible to maintain or repair; (1) for which funds are not available in the maintenance and repair or contingency budget of the Association to make timely repairs; and (b) which has a

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significant adverse impact on the habitability of any Unit or the ability of an Owner or Owners to use the Property or any significant portion of the Property for its intended purpose.

14.1.2 As used in this Article, the term "Repair" means to repair, reconstruct, rebuild or restore the improvements which suffered Significant Damage to substantially the same condition in which they existed prior to the damage or destruction, with each Unit and Unit Structure and the common and Limited Common Elements having substantially the same vertical and horizontal boundaries as before. Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made.

14.1.3 As used in this Article the term "Emergency Work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the Owners from liability arising out of the condition of the Property.

14.2 Initial Board Determinations. In the event of Significant Damage to any part of the Condominium, the Board shall promptly, and in all events within Thirty (30) days after the date of Significant Damage, or, if the Significant Damage did not occur at a particular identifiable time, after the date of its discovery, make the following determinations with respect thereto employing such advice as the Board deems advisable:

14.2.1 The nature and extent of the Significant Damage, together with an inventory of the improvements and property directly affected thereby.

14.2.2 A reasonably reliable estimate of the cost to Repair the Significant Damage, which estimate shall, if reasonably practicable, be based upon a firm bid obtained from a responsible contractor.

14.2.3 The anticipated insurance proceeds, if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer.

14.2.4 The amount, if any, that the estimated cost of Repair exceeds the anticipated insurance proceeds therefor and the amount of Assessment to each Unit if such excess was paid as a Common Expense and specially assessed against all the Units in proportion to their Allocated Interest in the Common Elements.

14.2.5 The Board's recommendation as to whether such Significant Damage should be repaired.

14.3 Notice of Damage or Destruction. The Board shall promptly, and in all events within Thirty (30) days after the date of Significant Damage, provide each Owner, and each first Mortgagee with a written notice summarizing the initial Board determination made under Section 14.2. If the Board fails to do so within said Thirty (30) days, then any Owner or Mortgagee may make the determination required under Section 14.2 and give the notice required under this section.

14.4 General Provisions.

14.4.1 Duty to Restore. Any portion of the Condominium for which insurance is required under this Article which is Significantly Damaged shall be repaired promptly by the Association unless: (a) the Condominium is terminated; (b) repair would be illegal under any state or local health or safety statute or ordinance; or (c) Eighty Percent (80%) of the Unit Owners, including every Owner of a Unit or assigned Limited Common Element which will not be repaired, vote not to repair. Even if the Significant Damage is not to be Repaired, the Board shall still have authority to perform Emergency Work. The cost of Repair in excess of insurance proceeds and reserves is a Common Expense.

14.4.2 Damage Not Restored. If all or any portion of the damaged portions of the Condominium are not repaired (regardless of whether such damage is Significant): (a) the insurance proceeds attributable to the damaged Common Elements shall be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (b) the insurance proceeds attributable to Units and Limited Common Elements which are not repaired shall be distributed to the Owners of those Units and the Owners of the Units to which those Limited Common Elements were allocated, or to lienholders, as their interests may appear; and (c) the remainder of the proceeds shall be distributed to all the Unit Owners or lienholders, as their interests may appear, in proportion to the Allocated Interests in the Common Elements of all the Units.

14.4.3 Reallocation. If the Unit Owners vote not to Repair any Unit, that Unit's Allocated Interests are automatically reallocated upon the vote as if the Unit had been condemned under Article 15, and the Association promptly shall prepare, execute, and record an amendment to the Declaration reflecting the reallocations.

14.5 Restoration by Board. If the damage (regardless of whether such damage is Significant) is to be repaired pursuant to Section 14.4, then:

14.5.1 Contract and Contractors. The Board shall have the authority to employ architects and attorneys, advertise for



bids, let contracts to contractors and others, and to take such other action as is reasonably necessary to effectuate the Repair and restoration. Contracts for such Repair and restoration shall be awarded when the Board, by means of insurance proceeds and sufficient Assessments, has provision for the cost thereof. The Board may further authorize the insurance carrier to proceed with Repair upon satisfaction of the Board that such work will be appropriately carried out.

14.5.2 Insurance Trustee. The Board may enter into a written agreement in recordable form with any reputable financial institution or trust or escrow company that such firm or institution shall act as an insurance trustee to adjust and settle any claim for a loss in excess of Fifty Thousand Dollars (\$50,000.00), or for such firm or institution to collect the insurance proceeds and carry out the provisions of this Article.

14.6 Decision to Terminate. In the event of a decision to terminate the Condominium and not to repair and restore damage and destruction, the Board may nevertheless expend such of the insurance proceeds and funds of the Association as the Board deems reasonably necessary for Emergency Work (which Emergency Work may include but is not necessarily limited to removal of the damaged or destroyed improvements and clearing, filling and grading the real property), and the remaining funds, if any, and Property shall thereafter be held and distributed as provided in RCW 64.34.268.

## ARTICLE 15

### CONDEMNATION

15.1 In General. If a Unit is acquired by condemnation, or if part of a Unit is acquired by condemnation leaving the Unit Owner with a remnant of a Unit which may not practically or lawfully be used for any purpose permitted by the Declaration, the award must compensate the Unit Owner for the Owner's Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, and the Association shall promptly prepare, execute, and record an amendment to the Declaration reflecting the reallocations. Any remnant of a Unit remaining after part of a Unit is taken under this section is thereafter a Common Element.

15.2 Partial Unit Condemnation. Except as provided in Section 15.1, if part of a Unit is acquired by condemnation, the award must compensate the Unit Owner for the reduction in value of the Unit and its appurtenant interest in the Common Elements, whether or not any Common Elements are acquired. Upon acquisition,

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unless the decree otherwise provides: (a) that Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Unit, and (b) the portion of the Allocated Interests divested from the partially acquired Unit are automatically reallocated to that Unit and the remaining Units in proportion to the respective Allocated Interests of those Units before the taking, with the partially acquired Unit participating in the reallocation on the basis of its reduced allocated Interests.

15.3 Common Element Condemnation. If part of the Common Elements is acquired by condemnation the portion of the award attributable to the Common Elements taken shall be paid to the Owners based on their respective Allocated Interests in the Common Elements. Any portion of the award attributable to the acquisition of a Limited Common Element must be equally divided among the Owners of the Units to which that Limited Common Element was allocated at the time of acquisition.

15.4 Recording of Judgment. The court judgment shall be recorded in every county in which any portion of the Condominium is located.

15.5 Association to Represent Owners. The Association shall represent the Unit Owners in any proceedings, negotiations, settlements or agreements regarding a condemnation of any part of the Condominium, and any condemnation proceeds shall be payable to the Association for the benefit of the Owners of affected Units and their Mortgagees. Should the Association not act on the Owner's behalf in a condemnation process, the affected Owners may individually or jointly act on their own behalf. Ownership of condemnation proceeds, as between the Owners and Mortgagees of the affected Units, shall be controlled by the terms of the mortgage agreements between the respective Owners and their Mortgagees.

## ARTICLE 16

### COMPLIANCE WITH DECLARATION

16.1 Enforcement. Each Owner shall comply strictly with the provisions of this Declaration, the Bylaws and administrative rules and regulations passed hereunder, as the same may be lawfully amended from time to time, and with all decisions adopted pursuant to this Declaration, the Bylaws and administrative rules and regulations. Failure to comply shall be grounds for an action to recover sums due for damages, or injunctive relief, or both, maintainable by the Board (acting through its officers on behalf of the Owners), or by the aggrieved Owner on his own against the party (including an Owner or the Association) failing to comply.

16.2 No Waiver of Strict Performance. The failure of the Board in any one or more instances to insist upon the strict

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performance of this Declaration, or of the Bylaws, or to exercise any right or option contained in such documents, or to serve any notice or to institute any action, shall not be construed as a waiver or relinquishment for the future of such term, covenant, condition or restriction, but such term, covenant, condition or restriction shall remain in full force and effect. The receipt by the Board of any Assessment from an Owner, with knowledge of any such breach shall not be deemed a waiver of such breach, and no waiver by the Board of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the Board. This section also extends to the Manager and to Declarant or Declarant's managing agent, exercising the powers of the Board during the initial period of operation of the Association and the Condominium development.

#### ARTICLE 17

##### LIMITATION OF LIABILITY

17.1 Liability for Utility Failure, Etc. Except to the extent covered by insurance obtained by the Board pursuant to Article 13, neither the Association nor the Board nor the Manager (or the Declarant or Declarant's managing agent exercising the powers of the Board) shall be liable for: any failure of any utility or other service to be obtained and paid for by the Board; or for injury or damage to person or property caused by the elements, or resulting from electricity, noise, smoke, water, rain (or other liquid), dust or sand which may lead or flow from outside or from any parts of Units, or from any of its pipes, drains, conduits, appliances, or equipment, or from any other places; or for inconvenience or discomfort resulting from any action taken to comply with any law, ordinance or orders of a governmental authority. No diminution or abatement of Common Expense assessments shall be claimed or allowed for any such utility or service failure, or for such injury or damage, or for such inconvenience or discomfort.

17.2 No Personal Liability. So long as a Board member, Association committee member, Association officer, Declarant or Declarant's managing agent exercising the power of the Board has acted in good faith, without willful or intentional misconduct, upon the basis of such information as may be possessed by such person, no such person shall be personally liable to any Owner, or other party, including the Association, for any damage, loss or prejudice suffered or claimed on account of any act, omission, error or negligence (except gross negligence), any discretionary decision, or failure to make a discretionary decision, by such person in such person's official capacity; provided, that this section shall not apply where the consequences of such act, omission, error or negligence are covered by insurance obtained by the Board pursuant to Article 13.

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17.3 Indemnification of Board Members. Each Board member or Association committee member, or Association officer, shall be indemnified by the Owners against all expenses and liabilities, including attorneys' fees, reasonably incurred by or imposed in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of being or having held such position at the time such expenses or liabilities are incurred, except in such cases wherein such person is adjudged guilty of intentional misconduct, or gross negligence or a knowing violation of the law in the performance of his duties and except in such cases where such person has participated in a transaction from which said person will personally receive a benefit in money, property or services to which said person is not legally entitled. Provided, that, in the event of a settlement, the indemnification shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association.

## ARTICLE 18

### MORTGAGEE PROTECTION

18.1 Change in Manager. In the event that professional management is employed by the Association, at least Thirty (30) days' notice of any contemplated change in the professional manager shall be given to any Eligible Mortgagee. The Association shall not elect to terminate professional management and assume self-management without the prior written approval of Sixty-seven Percent (67%) of the Owners and Fifty-one Percent (51%) of all Eligible Mortgagees; provided that such prior consent shall not be required to change from one professional manager to another professional manager.

18.2 Abandonment of Condominium Status. Except when acting pursuant to the provisions of the Act involving damage, destruction, or condemnation, the Association shall not: without prior written approval of both Sixty-seven Percent (67%) of all Eligible Mortgagees and Eighty Percent (80%) of the Owners of record of the Units, seek by act or omission to either (a) abandon or terminate the condominium status of the project or (b) abandon, encumber, sell or transfer any of the Common Elements.

18.3 Partitions and Subdivision. The Association shall not combine nor subdivide any Unit or the appurtenant Limited Common Elements, nor abandon, partition, subdivide, encumber or sell any Common Elements, or accept any proposal so to do, without the prior written approval of Fifty-one Percent (51%) of all Eligible Mortgagees and Sixty-seven Percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s), so affected.

18.4 Change in Percentages. The Association shall not make any Material Amendment (as defined in Section 21.7) to this Declaration or Bylaws (including changes in the percentages of interest in the Common Elements) without the prior written approval of Fifty-one Percent (51%) of all Eligible Mortgagees and Sixty-seven Percent (67%) of all Owners of record of the Units, and without unanimous approval of the Eligible Mortgagee(s) and Owner(s) of the Unit(s) for which the percentage(s) would be changed.

18.5 Copies of Notices. A Mortgagee of a Unit (and any insurer or guarantor of such Mortgage) shall be entitled to receive timely written notice: (a) that the Owner/Mortgagor of the Unit has for more than Sixty (60) days failed to meet any obligation under the Condominium documents; (b) of all meetings of the Association and be permitted to designate a representative to attend all such meetings; (c) of any condemnation loss or casualty loss affecting a material portion of the Property or the Unit on which it holds a Mortgage; (d) of any lapse, cancellation or material modification of insurance policies or fidelity bonds maintained by the Association; and (e) of any proposed action that requires the consent of a specified percentage of Mortgagees. To be entitled to receive notices under this Section 18.5, the Mortgagee (or Mortgage insurer or guarantor) must send a written request to the Association stating both its name and address and the Unit number or address of the Unit on which it has (or insures or guaranties) the Mortgage.

18.6 Effect of Declaration Amendments. No amendment of this Declaration shall be effective to modify change, limit or alter the rights expressly conferred upon Mortgagees in this instrument with respect to any unsatisfied Mortgage duly recorded unless the amendment shall be consented to in writing by the holder of such Mortgage. Any provision of this Declaration conferring rights upon Mortgagees which is consistent with any other provision of said Declaration or the Bylaws shall control over such other inconsistent provisions.

18.7 Insurance.

18.7.1 Board Duties. With respect to a first Mortgagee of a Unit, the Board shall:

18.7.1.1 Furnish such Mortgagee with a copy of any insurance policy or evidence thereof which is intended to cover the Unit on which such Mortgagee has a lien;

18.7.1.2 Require an insurance carrier to give the Board and any and all insureds (including such Mortgagees) at least Thirty (30) days written notice before cancelling, reducing the coverage or limits, or otherwise substantially modifying any

insurance with respect to the Property on which the Mortgagee has a lien (including cancellation for a premium non-payment);

18.7.1.3 Not make any settlement of any insurance claims for loss or damage to any such Unit, Common or Limited Common Element exceeding Five Thousand and No/100 Dollars (\$5,000.00) without the approval of such Mortgagee; provided, that the withholding of such approval shall not be unreasonable or in conflict with the provisions of Article 14;

18.7.1.4 Give such Mortgagee written notice of any loss or taking affecting Common Elements, if such loss or taking exceeds Ten Thousand and No/100 Dollars (\$10,000.00);

18.7.1.5 Give such Mortgagee written notice of any loss, damage or taking affecting any Unit or Limited Common Elements in which it has an interest, if such loss, damage or taking exceeds One Thousand and No/100 Dollars (\$1,000.00);

18.7.1.6 Cause any insurer carrier to include in the insurance policy a standard mortgage clause, naming any mortgagee who makes written request to the Board to be so named.

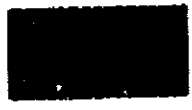
18.7.2 Additional Policy Provisions. In addition, the insurance policy acquired shall:

18.7.2.1 Provide that any reference to a Mortgagee in such policy shall mean and include any holders of Mortgages of any Unit or Unit lease, in their respective order and preference, whether or not named therein;

18.7.2.2 Provide that such insurance as to the interest of any Mortgagee shall not be invalidated by any act or neglect of the Board or Unit Owners or any persons claiming under any of them;

18.7.2.3 Waive any provision invalidating such Mortgage clause by reason of: The failure of any Mortgagee to notify the insurer of any hazardous use or vacancy; any requirement that the Mortgagee pay any premium thereon; and any contribution clause.

18.8 Inspection of Books. Owners, Mortgagees, insurers and guarantors of any Mortgage on any Unit shall be entitled by the Owners' Association: To inspect at all reasonable hours of weekdays (or under other reasonable circumstances) all of the books and records of the Association including current copies of this Declaration, Bylaws and other rules governing the Condominium, and other books, records and financial statements of the Owners' Association (within a reasonable time following request); and, upon written request of any holder, insurer or guarantor of any Mortgage



at no cost of the party so requesting (or if this project contains less than Fifty (50) Units, upon the written request of the holders of Fifty-one Percent (51%) or more of first Mortgages at their expense if an audited statement is not otherwise available), to receive an annual audited financial statement of the Association within Ninety (90) days following the end of any fiscal year of the Association.

18.9 Response to Notice. Whenever the consent or prior written approval of a Mortgagee is required by the terms of this Declaration, it shall be deemed given by a Mortgagee who fails to respond in writing within Thirty (30) days of a written notice describing the matter subject to such consent or approval if such notice was delivered by certified or registered mail with a return receipt requested.

## ARTICLE 19

### EASEMENTS

19.1 General. It is intended that in addition to rights under the Act, each Unit has an easement in and through each other Unit and the Common and Limited Common Elements for all support elements and utility, wiring, heat and service elements, and for reasonable access thereto, as required to effectuate and continue proper operation of this Condominium plan. Without limiting the generality of the foregoing, each Unit and all Common and Limited Common Element is specifically subject to an easement for the benefit of each of the other Units, and for heating, ventilation, air conditioning and fireplaces and associated flues or chimneys. In addition, each Unit and all the Common and Limited Common Element is specifically subject to easements as required for the intercom and electrical entry system, if any, for the electrical wiring and plumbing, for the air conditioning lines and equipment, if any, for each Unit, for the vacuum system roughed-in each Unit, if any, and for the master antenna cable system, if any. Finally, each Unit as it is constructed is granted an easement to which each other Unit and all Common and Limited Common Element is subject to the location and maintenance of all the original equipment and facilities and utilities for such Unit. The specific mention or reservation of any easement in this Declaration does not limit or negate the general easement for Common Elements reserved by law.

19.2 Utility, Road and Other Easements. The Board, on behalf of the Association and all members thereof, shall have authority to grant utility, road and similar easements, licenses and permits under, through or over the Common Elements, which easements the Board determines are reasonably necessary to the ongoing development and operation of the Property.

19.3 Association Functions. There is hereby reserved to Declarant and the Association, or their duly authorized agents and representatives, such easements as are necessary, for emergency repairs and/or to perform the duties and obligations of the Association as are set forth in this Declaration, or in the Bylaws, and the Association Rules.

19.4 Encroachments. Each Unit and all Common and Limited Common Elements is hereby declared to have an easement over all adjoining Units and Limited Common Elements, for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, reconstruction, repairs, settlement or shifting or movement of any portion of any Unit, or any other similar cause. There shall be valid easements for the maintenance of said encroachments so long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settling or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful act or acts with full knowledge of said Owner or Owners (other than Declarant). In the event a Unit or Common or Limited Common Element is partially or totally destroyed, and then repaired or rebuilt, the Owners agree that minor encroachments over adjoining Units and Common and Limited Common Elements shall be permitted, and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist. The foregoing encroachments shall not be construed so long as they shall exist. The foregoing encroachments shall not be construed to be encumbrances affecting the marketability of title to any Unit.

19.5 Easements Reserved by the Declarant. The Declarant reserves an easement over, across, and through the Common Elements of the Condominium for the purposes of completing any unfinished Units or other improvements, exhibiting and preparing Units for sale, making repairs required pursuant to any contract of sale, and discharging the Declarant's obligations or exercising Development Rights or Special Declarant Rights. The Declarant further reserves mutual non-exclusive easements over, across, and through the Common Elements of the Condominium (i.e., the land described in Exhibit A, as it may from time to time be amended by the Declarant) and over any land which is withdrawn from the Condominium pursuant to Article 2 (the "Withdrawn Land") for the benefit of the Declarant and its successors and assigns as present and future owners of the Withdrawn Land, and for the benefit of the Association and all Owners of Units in the Condominium for ingress to and egress over the roadways and pathways of the Condominium and the Withdrawn Land, the right to have access to and to tie into and utilize any water, sanitary sewer, storm sewer, electricity, gas, telephone, cable, television, or other utility lines now or hereafter established in the Condominium and on the Withdrawn Land. The easements reserved hereby shall not be exercised in a manner that

will overload or materially impair the use and enjoyment of the roadways, pathways and utilities by Unit Owners or the present and future owners of the Withdrawn Land. The easements reserved hereby shall mutually benefit the land described in Exhibit A and Exhibit B, as they may be amended, irrespective of whether that land is added to the Condominium, withdrawn from the Condominium or is used for any other purpose. This Section 19.5 may not be altered or amended without the written consent of the Declarant.

## ARTICLE 20

### PROCEDURES FOR SUBDIVIDING OR COMBINING

20.1 Procedure. Subdivision and/or combining of any Unit or Units, Common Elements or Limited Common Elements are authorized as follows:

20.1.1 Owner Proposal. Any Owner of any Unit or Units may propose any subdividing or combining of any Unit or Units, and appurtenant Common Elements or Limited Common Elements in writing, together with complete plans and specifications for accomplishing the same and a proposed amendment to this Declaration, the Survey Map and Plans covering such subdividing or combining, to the Board, which shall then notify all other Unit Owners of the requested subdivision or combination.

20.1.2 Owner/Mortgagee Approval. Upon written approval of such proposal by Sixty-seven Percent (67%) of the Owners, and upon approval of Sixty-seven Percent (67%) of the Eligible Mortgagees and unanimous prior written approval of the Mortgagee(s) and Owner(s) of the Unit(s) to be combined or subdivided, the Owner(s) making the proposal may proceed according to such plans and specifications; provided that the Board may in its discretion (but it is not mandatory that the Board exercise this authority) require that the Board administer the work or that provisions for the protection of other Units or Common Elements or reasonable deadlines for completion of the work be inserted in the contracts for the work.

20.1.3 Survey Map and Plans. The changes in the Survey Map, if any, and the changes in the Plans and Declaration shall be placed of record as amendments to the Survey Map, Plans, and Declaration of Condominium in accordance with the provisions of Section 21.1.

20.1.4 Allocated Interests. The Allocated Interests formerly allocated to the subdivided Unit shall be reallocated to the new Units in any reasonable and equitable manner prescribed by that Owner of the subdivided Unit. The Allocated Interests of the new Unit resulting from a combination of Units shall be the

aggregate of the Allocated Interests formerly allocated to the Units being combined.

#### ARTICLE 21

##### AMENDMENT OF DECLARATION, SURVEY MAP, PLANS

21.1 In General. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), the Association (in connection with Section 7.2, Articles 14, 15 or 20, or termination of the Condominium), or certain Unit Owners (in connection with Section 7.2, or Article 20, or termination of the Condominium), and except as limited by Section 21.4, the Declaration, including the Survey Map and Plans, may be amended only by vote or agreement of the Owners of Units to which at least Sixty-seven Percent (67%) of the votes in the Association are allocated; provided, however, if the provision being amended is a voting requirement of the Owners of Units to which more than Sixty-seven Percent (67%) of the votes in the Association are allocated, then such provision may be amended only by vote or agreement of the Owners of Units to which such greater percentage of the votes in the Association are allocated.

21.2 Challenge to Validity. No action to challenge the validity of an amendment adopted by the Association pursuant to this Article may be brought more than One (1) year after the amendment is recorded.

21.3 Recording. Every amendment to the Declaration must be recorded in every county in which any portion of the Condominium is located, and is effective only upon recording. An amendment shall be indexed in the name of the Condominium and shall contain a cross-reference by recording number to the Declaration and each previously recorded amendment thereto. All amendments adding Units shall contain a cross-reference by recording number to the Survey Map and Plans relating to the added Units and set forth all information required by RCW 64.34.216(1).

21.4 General Limitations. Except to the extent expressly permitted or required by other provisions of the Act, no amendment may create or increase Special Declarant Rights, increase the number of Units, change the boundaries of any Unit, the Allocated Interests of a Unit, or the uses to which any Unit is restricted, in the absence of the vote or agreement of the Owner of each Unit particularly affected and the Owners of Units to which at least Ninety Percent (90%) of the votes in the Association are allocated other than the Declarant.

21.5 Execution. Amendments to the Declaration required by the Act to be recorded by the Association shall be prepared, executed, recorded, and certified on behalf of the Association by

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any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association.

21.6 Special Declarant Rights. No amendment may restrict, eliminate, or otherwise modify any Special Declarant Right provided in the Declaration without the consent of the Declarant and any Mortgagee of record with a security interest in the Special Declarant Right or in any real property subject thereto, excluding Mortgagees of Units owned by persons other than the Declarant.

21.7 Material Amendments. Except in cases of amendments that may be executed by a Declarant (in the exercise of any Development Right), and except for amendments which require only the consent of the Owners of the affected Units and their eligible Mortgagees, any amendment to a provision of the Declaration establishing, providing for, governing or regulating the following (all of which shall be deemed "Material Amendments") shall require the consent of Fifty-one Percent (51%) of the Eligible Mortgagees or such higher percentage as may be expressly provided elsewhere in this Declaration: Voting rights; assessments, assessment liens, or the priority of assessment liens; reserves for maintenance, repair, and replacement of Common Elements; responsibility for maintenance and repairs, reallocation of interests in the Common or Limited Common Elements, or rights to their use; redefinition of any Unit boundaries, convertibility of Units into Common Elements or vice versa; expansion or contraction of the Condominium, or the addition, annexation, or withdrawal of property to or from the Condominium; insurance or fidelity bond; leasing of Units; imposition of any restrictions on a Unit Owner's right to sell or transfer his or her Unit; a decision by the Association to establish self-management when professional management had been required previously by the Condominium's documents or by an Eligible Mortgage holder; restoration or repair of the Condominium (after a hazard damage or partial condemnation) in a manner other than that specified in the Declaration; any action to terminate the legal status of the Condominium after substantial destruction or condemnation occurs, or any provisions that expressly benefit Mortgage holders, insurers, or guarantors. A Mortgagee who fails to respond within Thirty (30) days of a written request to approve an amendment shall be deemed to have approved the request if such request was delivered by certified or registered mail with a return receipt requested.

21.8 Map and Plans Amendment. Except as otherwise provided herein, the Survey Map and Plans may be amended by revised versions or revised portions thereof referred to and described as to effect an amendment to this Declaration adopted as provided for herein. Copies of any such proposed amendment to the Survey Map and Plans shall be made available for the examination of every Unit Owner. Such amendment to the Survey Map and Plans shall also be effective,

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once properly adopted, upon recordation in the appropriate county office in conjunction with the Declaration amendment.

21.9 Lender Requirements. All Unit Owners covenant and agree, for themselves and their heirs, successors and assigns, to vote in favor of and implement any amendments hereto which may be necessary to satisfy the requirements of the Federal National Mortgage Association, Veteran's Administration and Federal Housing Administration.

## ARTICLE 22

### MISCELLANEOUS

22.1 Service of Process. The person upon whom process may be served and his address is set forth in Exhibit B. After termination of Declarant's management authority under Article 10, service of process for the purposes provided in the Act may also be made upon the president of the Association. The Board may at any time designate a new or different person or agency for such purposes by filing an amendment to this Declaration limited to the sole purpose of making such change, and such amendment need only be signed and acknowledged by the then president of the Association. The Declarant may, at any time before the Board is organized, change such designation by amendment to this Declaration signed and acknowledged only by Declarant.

### 22.2 Notices for All Purposes.

22.2.1 Delivery of Notice. Any notice permitted or required to be delivered under the provisions of this Declaration or the Bylaws may be delivered either personally or by mail. If delivery is made by mail, any such notice shall be deemed to have been delivered Twenty-four (24) hours after a copy has been deposited in the United States mail, postage prepaid, for first class mail, addressed to the person entitled to such notice at the most recent address given by such person to the Board, in writing, for the purpose of service of such notice, or to the most recent address known to the Board. Notice to the Owner or Owners of any Unit shall be sufficient if mailed to the Unit of such person or persons if no other mailing address has been given to the Board by any of the persons so entitled. Mailing addresses may be changed from time to time by notice in writing to the Board. Notice to be given to the Board may be given to Declarant until the Board has been constituted and thereafter shall be given to the President or Secretary of the Board.

22.2.2 Mortgagee Notice. Upon written request therefor, and for a period specified in such notice, the Mortgagee of any Unit shall be entitled to be sent a copy of any notice respecting the Unit covered by this security instrument until the

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request is withdrawn or the security instrument discharged. Such written request may be renewed an unlimited number of times.

22.3 Mortgagee's Acceptance.

22.3.1 Priority of Mortgage. This Declaration shall not initially be binding upon any Mortgagee of record at the time of recording of said Declaration but rather shall be subject and subordinate to said Mortgage.

22.3.2 Acceptance Upon First Conveyance. Unless otherwise expressly approved by the purchaser of a Unit, Declarant shall not consummate the conveyance of title of such Unit until said Mortgagee shall have accepted the provisions of this Declaration and made appropriate arrangements, in accordance with the Act, for partial release of Units with their appurtenant Limited Common Elements and Allocated Interests in Common Elements from the lien of said Mortgage. The issuance and recording of the first such partial release by said Mortgagee shall constitute its acceptance of the provisions of this Declaration and the Condominium status of the Units remaining subject to its Mortgage as well as its acknowledgement that such appropriate arrangements for partial release of Units have been made; provided, that, except as to the Units so released, said Mortgage shall remain in full effect as to the entire Property.

22.4 Severability. The provisions hereof shall be deemed independent and severable, and the validity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof if the remainder complies with the Act or as covenants affect the common plan.

22.5 Conveyances; Notices Required. The right of a Unit Owner to sell, transfer, or otherwise convey the Unit shall not be subject to any right of approval, disapproval, first refusal, or similar restriction by the Association or the Board, or anyone acting on their behalf. An owner intending to sell a Unit shall deliver a written notice to the Board, at least Two (2) weeks before closing, specifying: the Unit to be sold; the name and address of the purchaser, of the closing agent, and of the title insurance company insuring the purchaser's interest; and the estimated closing date. The Board shall have the right to notify the purchaser, the title insurance company, and the closing agent of the amount of unpaid assessments and charges outstanding against the Unit, whether or not such information is requested. It is understood, however, that a violation of this section shall not invalidate a sale, transfer or other conveyance of a Unit which is otherwise valid under applicable law.

22.6 Transfer of Declarant's Powers. It is understood that Declarant, at any time in the exercise of its sole discretion, may sell, assign, transfer, encumber, or otherwise convey to any person, upon such terms and conditions as Declarant may determine, all of Declarant's rights, powers, privileges and authority arising hereunder by virtue of Declarant's capacity as Declarant (which rights, powers, privileges and authority are in addition to those arising from Declarant's ownership of one or more Units).

22.7 Effective Date. This Declaration shall take effect upon recording.

22.8 Reference to Survey Map and Plans. The Survey Map and Plans of the Building referred to herein consist of 4 sheets as prepared by Jim Hanson and were filed with the Recorder of King County, Washington, under File No. 19990915002207 in Volume 159 of Condominiums, pages 1 through 4.

#### ARTICLE 23

##### SPECIAL DECLARANT RIGHTS DEVELOPMENT RIGHTS

23.1 Special Declarant Rights. As more particularly provided in this Article, Declarant, for itself and any successor Declarant, has reserved the following Special Declarant Rights:

23.1.1 Completion of Improvements. Declarant, Unit Owners, their agents, employees and contractors shall have the right to complete improvements and otherwise perform work: authorized by the Declaration; indicated on the Survey Map and Plans; authorized by building permits; provided for under any Purchase and Sale Agreement between Declarant and a Unit Purchaser; necessary to satisfy any express or implied warranty under which Declarant is obligation; or otherwise authorized or required by law.

23.1.2 Sales Facilities of Declarant. Declarant, its agent, employees and contractors shall be permitted to maintain during the period of sale of the Condominium upon such portion of the Property as Declarant may choose, such facilities as in the sole opinion of the Declarant may be required, convenient or incidental to the construction, sale or rental of Units and appurtenant interests, including but not limited to, a business office, storage area, signs, model units, sales office, construction office, and parking areas for all prospective tenants or purchasers of Declarant. Any such facilities not designated a Unit by the Declaration is a Common Element and, if Declarant ceases to be a Unit Owner, the Declarant ceases to have any rights with regard thereto unless it is removed promptly from the Condominium, which Declarant shall have the right to do. The

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provisions of this section are subject to the provisions of other state law and to local ordinances. The number, size, location, and relocation of such facilities shall be determined from time to time by Declarant in the exercise of its sole discretion: provided, that the maintenance and use of such facilities shall not unreasonably interfere with a Unit Owner's use and enjoyment of: The Unit and appurtenant Limited Common Elements; and those portions of the common Elements reasonably necessary to use and enjoy such unit and Limited Common Elements.

23.1.3 Exercise of Development Rights. Declarant shall have the right to exercise Development Rights, if any, under this Declaration and the Act.

23.1.4 Termination of Declarant Rights. Except as otherwise provided in this Declaration, the foregoing Declarant Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Development Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.2 Development Rights. The Declarant reserves the Development Right to create up to an additional Forty-four (44) additional Units and associated Limited Common Elements on the Subsequent Phase Property, or to withdraw all or a portion of the property pursuant to Article 2. The Declarant shall be entitled to all income from the Subsequent Phase Property until Units are created and sold. As more particularly provided in this Article, the Declarant, for itself and any successor Declarant, has also reserved the following Development Rights:

23.2.1 Subdivision and Combination. Declarant shall have the right to subdivide or combine Units (owned by Declarant) or convert Units (owned by Declarant) into Common Elements. Whenever Declarant exercises a Development Right to subdivide, combine or convert a Unit previously created into additional Units, Common Elements, or both:

(a) If Declarant converts the Unit to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of that Unit among the other Units as if that Unit had been taken by condemnation under Article 15.

(b) If Declarant converts the Unit entirely to Common Elements, the amendment to the Declaration must reallocate all the Allocated Interests of the Unit among the Units created by the subdivision in any reasonable and equitable manner prescribed by the Declarant.

DECLARATION OF CONDOMINIUM  
STEEPLE CHASE HILL

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(c) If Declarant combines two or more Units, the amendment to the Declaration must reallocate to the new Unit all of the Allocated Interests formerly allocated to the Units so combined.

23.2.2 Different Parcels; Different Times.

(a) Any Development Right may be exercised with respect to different parcels of Real Property at different times;

(b) No assurances are made as to final boundaries of such parcels or as to the order in which those parcels may be subjected to the exercise of each Development Right; and

(c) Even though a Development Right is exercised in any portion of the Real Property subject to that right, that right need not be exercised in all or in any other portion of the remainder of that Real Property.

23.2.3 Exercise of Development Rights. To exercise any Development Right reserved under Section 24.2, the Declarant shall prepare, execute and record an amendment to the Declaration under Article 21 and comply with RCW 64.34.232.

23.2.4 Termination of Development Rights. Except as otherwise provided in this Declaration, the foregoing Development Rights shall continue so long as Declarant is completing improvements which are within or may be added to this Condominium, or Declarant owns any Units, or any Special Declarant Rights remain in effect; provided, that Declarant may voluntarily terminate any or all of such Rights at any time by recording an amendment to the Declaration, which amendment specifies which Right is thereby terminated.

23.3 Liability for Damage. The Declarant is subject to liability for the prompt repair and restoration, to a condition compatible with the remainder of the Condominium, of any portion of the Condominium damaged by the exercise of rights reserved pursuant to or created by this Declaration or the Act.

23.4 Declarant's Easements. Declarant has an easement through the Common Elements as may be reasonably necessary for the purpose of discharging Declarant's obligations or exercising Special Declarant Rights or Development Rights, whether arising under the Act or reserved in the Declaration.

DATED this 9<sup>th</sup> day of September, 1999.

DECLARANT:

STEEPLE CHASE HILL, L.L.C., a  
Washington limited liability company

By: DALLY HOMES, INC., a Washington  
corporation  
Its: Manager

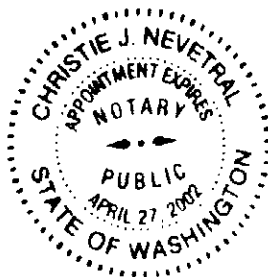
By: Charlie Laboda  
CHARLIE LABODA  
Its: Vice President

STATE OF WASHINGTON         )  
  ) ss.  
COUNTY OF KING             )

I certify that I know or have satisfactory evidence that CHARLIE LABODA is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of DALLY HOMES, INC., a Washington corporation, Manager of STEEPLE CHASE HILL, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: September 9, 1999.

SEAL/STAMP



Christie J. Nevtral  
[Print Name:] Christie J. Nevtral  
NOTARY PUBLIC for the State of Washington  
Residing at Spokane  
My Appointment Expires: 4-27-02

DECLARATION OF CONDOMINIUM  
STEEPLE CHASE HILL

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EXHIBIT A  
LEGAL DESCRIPTION

The legal description of the real property included in STEEPLE CHASE HILL, A CONDOMINIUM, is as follows:

1. TOTAL PARCEL.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20;

THENCE SOUTH 00°08'49" WEST 635.58 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°08'49" WEST 287.76 FEET;

THENCE WESTERLY, PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 606.58 FEET;

THENCE NORTH 25°43'18" EAST 326.16 FEET;

THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467.02 FEET TO THE TRUE POINT OF BEGINNING.

2. PHASE 1. All of the real property described in Paragraph 1 above, less the real property described in Paragraph 3 below.

3. SUBSEQUENT PHASE PROPERTY (also shown on the Survey Map and Plans as the "Subsequent Phase Parcel").

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20;

THENCE SOUTH 00°08'49" WEST 635.58 FEET TO THE TRUE POINT OF BEGINNING WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°08'49" WEST 287.76 FEET;

THENCE WESTERLY, PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 606.58 FEET;

THENCE NORTH 25°43'18" EAST 326.16 FEET;

THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467.02 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL;

THENCE SOUTH 88°26'58" WEST ALONG THE SOUTH LINE OF SAID PARCEL 310.17 FEET TO THE POINT OF BEGINNING OF SAID LINE;

THENCE NORTH 01°30'45" WEST 178.58 FEET;

THENCE SOUTH 88°29'15" WEST 66.19 FEET;

THENCE NORTH 63°40'03" WEST 119.24 FEET TO THE WEST LINE OF SAID PARCEL AND THE TERMINUS OF SAID LINE.

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

4. DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS (OTHER THAN LIMITED ELEMENTS SPECIFIED IN SECTION 7 ABOVE);

See Paragraph 1 above.

5. DESCRIPTION OF ANY REAL PROPERTY TO WHICH ANY DECLARANT'S RESERVED DEVELOPMENT RIGHTS APPLY:

See Paragraph 1 above.



EXHIBIT B  
DESCRIPTION OF UNITS  
Phase 1

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>PARKING SPACE ASSIGNED</u>
<u>Building A</u>		
A101	B	2
A102	B	3
A201	B	4
A202	B	5
<u>Building B</u>		
B101	A	8
B102	A	11
B201	A	6
B202	A	13
<u>Building C</u>		
C101	A	33
C201	A	7
<u>Building D</u>		
D101	A	64
D102	A	63
D201	A	35
D202	A	34
<u>Building E</u>		
E101	B	12
E102	B	17
E201	B	15
E202	B	16

NOTE 1: Recreational Facilities. There is a Recreation Building attached to Building C.

NOTE 2: Description of Buildings and Floor Plans. There will be a maximum of Sixteen (16) Buildings containing a total of Sixty-two (62) Units in all phases of the Condominium. All of the Buildings are or will be of wood frame construction. None of the Buildings will contain a basement. All Units will have electric heat and a fireplace. Phase 1 contains Buildings A, B, C, D and E. All Units are One (1) story flats. Units which have numbers starting with

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the digit "1" are located on the first floor, and Units which have numbers starting with the digit "2" are located on the second floor. The exact location of the Buildings, Units and Parking Spaces in Phase 1 are shown on the Survey Map and Plans.

FLOOR PLAN A: Floor Plan A has Two (2) bedrooms (one of which has a walk-in closet), Two (2) bathrooms, a living/ dining room, and a kitchen. Floor Plan A contains approximately 1,068 square feet.

FLOOR PLAN B: Floor Plan B contains Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan B1 contains approximately 1,153 square feet.

FLOOR PLAN C: Floor Plan C contains Three (3) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,190 square feet.

NOTE 3: Parking. In all Phases, there will be a maximum of One Hundred-five (105) parking spaces, Forty-six (46) of which are garage spaces, Nineteen (19) of which are carport parking spaces and Forty (40) of which are uncovered parking spaces. In Phase 1, there are a total of Ten (10) garage parking spaces, Nine (9) carport parking spaces and Nineteen (19) uncovered parking spaces. All of the garage and uncovered parking spaces in Phase 1 are shown on the Survey Map and Plans. Each Unit will be assigned One (1) garage or carport parking space. All uncovered parking spaces will be managed by the Association as visitor parking.

NOTE 4: Agent for Service of Process. The initial person upon whom legal process may be served is Donald F. Dally. His address is 3316 Fuhrman Avenue East, Suite 100, Seattle, Washington 98102.

NOTE 5: Garage Areas Not Included. The areas shown for each Unit do not include the areas of any garages.

NOTE 6: Limited Common Elements. The garage parking spaces described above, together with the Decks and/or Patios adjacent to each Unit are Limited Common Elements, reserved for the exclusive use of the Unit to which they are attached.

NOTE 7: Unit Areas. The area shown for each Unit on Exhibits B and C are an approximation based on the construction plans prepared by the Project Architect. Such Unit Areas may not equal the Unit Areas as built.

EXHIBIT C  
ALLOCATED INTERESTS

PHASE 1

<u>UNIT</u>	<u>UNIT AREA</u> <u>(Approx. Sq.Ft.)</u>	<u>ALLOCATED INTERESTS</u> <u>AND SHARE OF COMMON</u> <u>EXPENSES</u>
<u>Building A</u>		
A101	1,153	5.80%
A102	1,153	5.80
A201	1,153	5.80
A202	1,153	5.80
<u>Building B</u>		
B101	1,068	5.36
B102	1,068	5.36
B201	1,068	5.36
B202	1,068	5.36
<u>Building C</u>		
C201	1,068	5.36
C202	1,068	5.36
<u>Building D</u>		
D101	1,068	5.36
D102	1,068	5.36
D201	1,068	5.36
D202	1,068	5.36
<u>Building E</u>		
E101	1,153	5.80
E102	1,153	5.80
E201	1,153	5.80
E202	<u>1,153</u>	<u>5.80</u>
TOTALS	19,904	100.00%

DECLARATION OF CONDOMINIUM  
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EXHIBIT C - Continued  
ALLOCATED INTERESTS

NOTE 1: The Percentage Interests set forth in Column 3 sets forth each Unit's Percentage Ownership Interest in the Common Elements and share of Common Expenses. Each Unit's Percentage Interest was determined by dividing the Approximate Area in square feet for such Unit by the total Approximate Area for all Units. The Percentages shown for some units were rounded up so that the total of all percentages equalled 100%. As Subsequent Phases are added, the Percentage Interests of Units shown in Column 3 will be recalculated using the same formula.

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STEEPLE CHASE HILL

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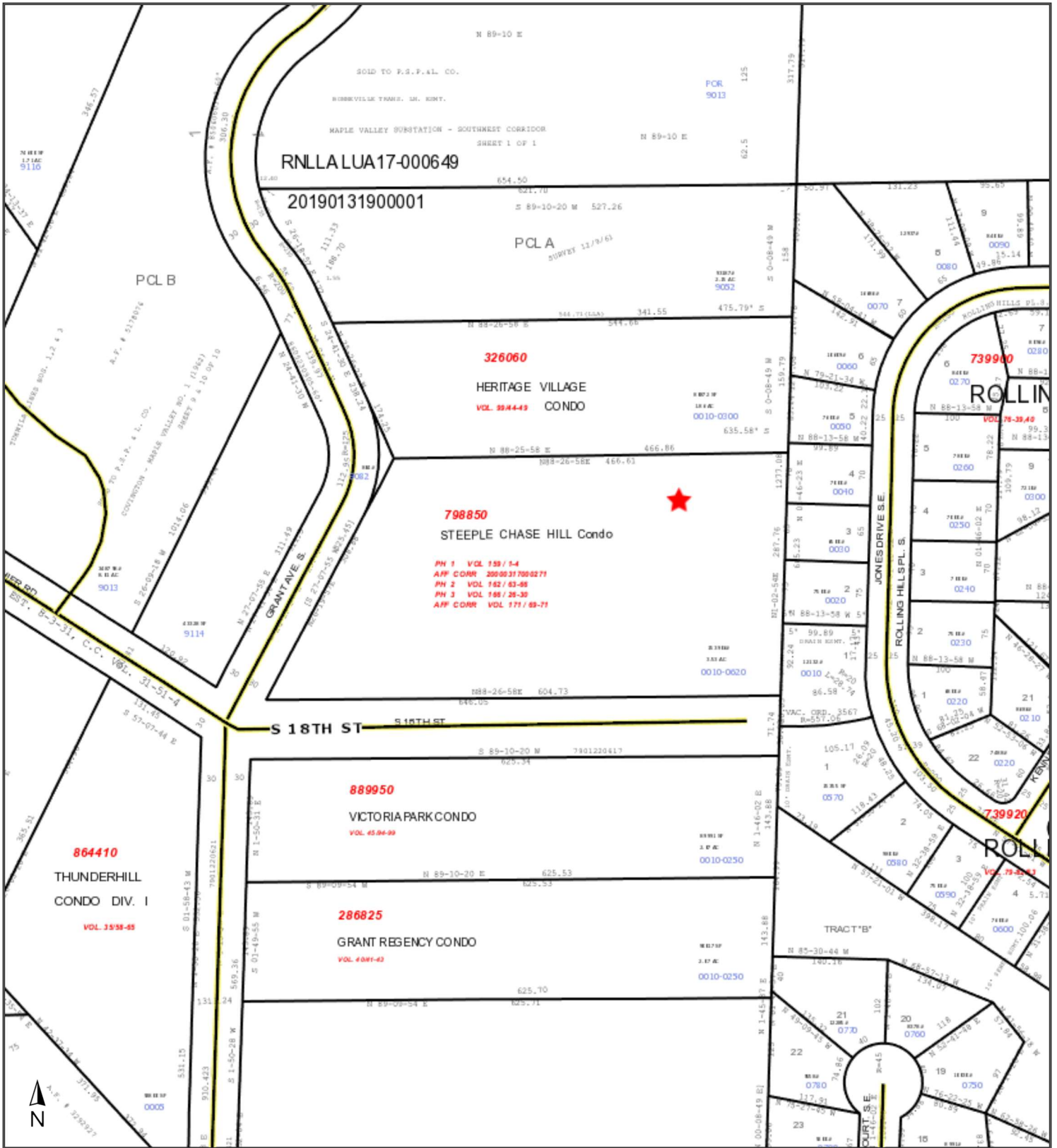
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This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.



**ParcelID: 7988500150**  
**Tax Account #: 798850015008**  
**1500 S 18th St Unit E101, Renton WA 98055**

This map/plat is being furnished as an aid in locating the herein described land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

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**PARCEL DATA**

<b>Parcel</b>	798850-0150	<b>Jurisdiction</b>	RENTON
<b>Name</b>	DAVID PHILLIPS	<b>Levy Code</b>	2100
<b>Site Address</b>	1500 S 18TH ST #E101 98055	<b>Property Type</b>	K
<b>Geo Area</b>	75-65	<b>Plat Block / Building Number</b>	E
<b>Spec Area</b>	700-320	<b>Plat Lot / Unit Number</b>	UNIT E101
<b>Property Name</b>	STEEPLE CHASE HILL CONDOMINIUM	<b>Quarter-Section-Township-Range</b>	<u>SW-20-23-5</u>

**Legal Description**

STEEPLE CHASE HILL CONDOMINIUM PCT UND INT 1.654  
**PLat Block:** E  
**Plat Lot:** UNIT E101

**LAND DATA**

 Click the camera to see more pictures.



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<b>Highest &amp; Best Use As If Vacant</b>	MULTI-FAMILY DWELLING
<b>Highest &amp; Best Use As Improved</b>	PRESENT USE
<b>Present Use</b>	Condominium(Residential)
<b>Land SqFt</b>	153,906
<b>Acres</b>	3.53

<b>Percentage Unusable</b>	
<b>Restrictive Size Shape</b>	NO
<b>Zoning</b>	RM-F
<b>Water</b>	WATER DISTRICT
<b>Sewer/Septic</b>	PUBLIC
<b>Road Access</b>	PUBLIC
<b>Parking</b>	ADEQUATE
<b>Street Surface</b>	PAVED

**Views**

Rainier	
Territorial	
Olympics	
Cascades	
Seattle Skyline	
Puget Sound	
Lake Washington	
Lake Sammamish	
Lake/River/Creek	
Other View	

**Waterfront**

<b>Waterfront Location</b>	
<b>Waterfront Footage</b>	0
<b>Lot Depth Factor</b>	0
<b>Waterfront Bank</b>	
<b>Tide/Shore</b>	
<b>Waterfront Restricted Access</b>	
<b>Waterfront Access Rights</b>	NO
<b>Poor Quality</b>	NO
<b>Proximity Influence</b>	NO

**Designations**

<b>Historic Site</b>	
<b>Current Use</b>	(none)
<b>Nbr Bldg Sites</b>	
<b>Adjacent to Golf Fairway</b>	NO
<b>Adjacent to Greenbelt</b>	NO
<b>Other Designation</b>	NO
<b>Deed Restrictions</b>	NO
<b>Development Rights Purchased</b>	NO

**Nuisances**

<b>Topography</b>	
<b>Traffic Noise</b>	
<b>Airport Noise</b>	
<b>Power Lines</b>	NO
<b>Other Nuisances</b>	NO

**Problems**

<b>Water Problems</b>	NO
<b>Transportation Concurrency</b>	NO

Easements	NO
Native Growth Protection Easement	NO
DNR Lease	NO

Other Problems	NO
----------------	----

**Environmental**

Environmental	NO
---------------	----

**BUILDING**

**Apartment / Condo Complex Data**

Complex Type	Res Condo
Complex Description	62 unit condo
Value Distribution Method	Pcnt Land Val
# of Bldgs	16
# of Stories	2
# of Units	62
Avg Unit Size	1,125
Land Per Unit	2482
Project Location	AVERAGE
Project Appeal	ABOVE AVERAGE
% With View	0
Construction Class	WOOD FRAME
Building Quality	AVERAGE
Condition	Good
Year Built	1999
Eff Year	1999
% Complete	100
Elevators	N
Security System	Y
FirePlace	Y
Laundry	PRIVATE
Kitchens	
# of Meals	0
Founder's Fee	
Apt Conversion	N
Condo Land Type	Fee Simple

**+ Units in this condominium complex**

Condo Unit										
Unit	Minor	Building	Floor	Unit type	Regression	Quality	Location	Condition		
E101	0150	E	1	Flat	Include	Average	Standard	Standard		
Measurement	Size	Bed Room	1/2 Bath	3/4 Bath	Full Bath	Other Room	Fire Place	Top Floor	End Unit	
SqFt	1,153	2	0	0	2		Y	N	Y	
Parking Open	Carpport	Parking Basement	Parking Basement Tandem		Package Garage	Package Garage Tandem		Parking Other		
0	1	0	0		0	0				
View Mountain	View Lake/River	View City Territorial	View Puget Sound	View Lake WA / Lake Sammamish						

**TAX ROLL HISTORY**

Account	Valued Year	Tax Year	Omit Year	Levy Code	Appraised Land Value (\$)	Appraised Imps Value (\$)	Appraised Total Value (\$)	New Dollars (\$)	Taxable Land Value (\$)	Taxable Imps Value (\$)	Taxable Total Value (\$)	Tax Value Reason
798850015008	2023	2024		2100	43,200	422,800	466,000	0	43,200	422,800	466,000	
798850015008	2022	2023		2100	43,200	331,800	375,000	0	43,200	331,800	375,000	
798850015008	2021	2022		2100	42,000	269,000	311,000	0	42,000	269,000	311,000	



798850015008	2020	2021		2100	42,000	244,000	286,000	0	42,000	244,000	286,000	
798850015008	2019	2020		2100	40,700	224,300	265,000	0	40,700	224,300	265,000	
798850015008	2018	2019		2100	38,100	220,900	259,000	0	38,100	220,900	259,000	
798850015008	2017	2018		2100	38,100	186,900	225,000	0	38,100	186,900	225,000	
798850015008	2016	2017		2100	38,100	151,900	190,000	0	38,100	151,900	190,000	
798850015008	2015	2016		2100	38,100	118,900	157,000	0	38,100	118,900	157,000	
798850015008	2014	2015		2100	22,900	143,100	166,000	0	22,900	143,100	166,000	
798850015008	2013	2014		2100	20,300	107,700	128,000	0	20,300	107,700	128,000	
798850015008	2012	2013		2100	20,300	86,700	107,000	0	20,300	86,700	107,000	
798850015008	2011	2012		2100	20,300	124,700	145,000	0	20,300	124,700	145,000	
798850015008	2010	2011		2100	20,300	159,700	180,000	0	20,300	159,700	180,000	
798850015008	2009	2010		2100	20,300	166,700	187,000	0	20,300	166,700	187,000	
798850015008	2008	2009		2100	17,800	182,200	200,000	0	17,800	182,200	200,000	
798850015008	2007	2008		2110	15,200	168,800	184,000	0	15,200	168,800	184,000	
798850015008	2006	2007		2110	13,900	156,100	170,000	0	13,900	156,100	170,000	
798850015008	2005	2006		2110	12,700	152,300	165,000	0	12,700	152,300	165,000	
798850015008	2004	2005		2110	12,700	142,300	155,000	0	12,700	142,300	155,000	
798850015008	2003	2004		2110	10,100	144,900	155,000	0	10,100	144,900	155,000	
798850015008	2002	2003		2110	10,100	139,900	150,000	0	10,100	139,900	150,000	
798850015008	2001	2002		2110	9,300	130,700	140,000	5,000	9,300	130,700	140,000	
798850015008	2000	2001		2110	9,500	125,500	135,000	135,000	9,500	125,500	135,000	
798850015008	1999	2000		2110	0	0	0	0	9,526	34,869	44,395	

SALES HISTORY

Excise Number	Recording Number	Document Date	Sale Price	Seller Name	Buyer Name	Instrument	Sale Reason
<u>2941225</u>	<u>20180711000891</u>	7/9/2018	\$305,000.00	BUSIC JONATHAN D	PHILLIPS DAVID	Statutory Warranty Deed	None
<u>2768500</u>	<u>20151125000724</u>	11/23/2015	\$205,000.00	GODFREY LUCINDA A	BUSIC JONATHAN D	Statutory Warranty Deed	None
<u>2542046</u>	<u>20120504000752</u>	4/30/2012	\$125,000.00	KNOTT GLENDA JO	GODFREY LUCINDA A	Statutory Warranty Deed	None
<u>2312409</u>	<u>20070926001230</u>	9/20/2007	\$242,950.00	FITZGERALD MAURICE F+ANN P	KNOTT GLENDA JO	Statutory Warranty Deed	None
<u>1727757</u>	<u>19991220000425</u>	12/14/1999	\$135,950.00	STEEPLE CHASE HILL LLC	FITZGERALD MAURICE F+ANN P	Statutory Warranty Deed	None

REVIEW HISTORY

PERMIT HISTORY

HOME IMPROVEMENT EXEMPTION

<a href="#">New Search</a>	<a href="#">Property Tax Bill</a>	<a href="#">Map This Property</a>	<a href="#">Glossary of Terms</a>	<a href="#">Area Report</a>	<a href="#">Print Property Detail</a>	
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PROPERTY TAXES

Results - 1

Tax payer name: DAVID PHILLIPS

879999

Tax account number: 798850015008

Parcel number: 7988500150

Tax account status: This account is active.

Annual statement requested by

QUICKEN LOANS

Mailing address on file:

1500 S 18TH STREET UNIT E101  
RENTON WA 98055

Billing Details

FIRST HALF AMOUNT IF PAID OR POSTMARKED BY APRIL 30, 2024

Current Year:

Tax year	Amount
2024 1st Half	\$2,504.84
2024 2nd Half	\$2,504.83

Breakdown by Tax Year

<b>Tax Information</b>	<b>2024</b>	<b>2023</b>	<b>2022</b>	<b>2021</b>
Levy code	2100	2100	2100	2100
Status	Taxable	Taxable	Taxable	Taxable
Omit year	0000	0000	0000	0000
Land value	\$43,200	\$43,200	\$42,000	\$42,000
Improvement value	\$422,800	\$331,800	\$269,000	\$244,000
Charges				
Tax	\$4,894.93	\$3,450.10	\$3,311.33	\$3,175.41
Fire District	\$95.75	\$188.10	\$182.74	\$180.42
Noxious Weed	\$6.20	\$6.20	\$5.32	\$5.32
Conservation	\$12.79	\$12.47	\$12.17	\$11.89
Total billed	\$5,009.67	\$3,656.87	\$3,511.56	\$3,373.04
Amount paid	\$0.00	\$3,656.87	\$3,511.56	\$3,373.04
<i>Interest</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<i>Penalty</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>
<b>Balance</b>	<b>\$5,009.67</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>

### Payment History



<b>Date</b>	<b>Receipt</b>	<b>Amount</b>	<b>Penalty/Interest Paid</b>
10/23/2023	781938	\$1,828.43	\$0.00
04/17/2023	714763	\$1,828.44	\$0.00
11/01/2022	904002	\$1,755.78	\$0.00
04/21/2022	737288	\$1,755.78	\$0.00
10/22/2021	746564	\$1,686.52	\$0.00
04/22/2021	707153	\$1,686.52	\$0.00

### 2024 Tax / Fee Distribution



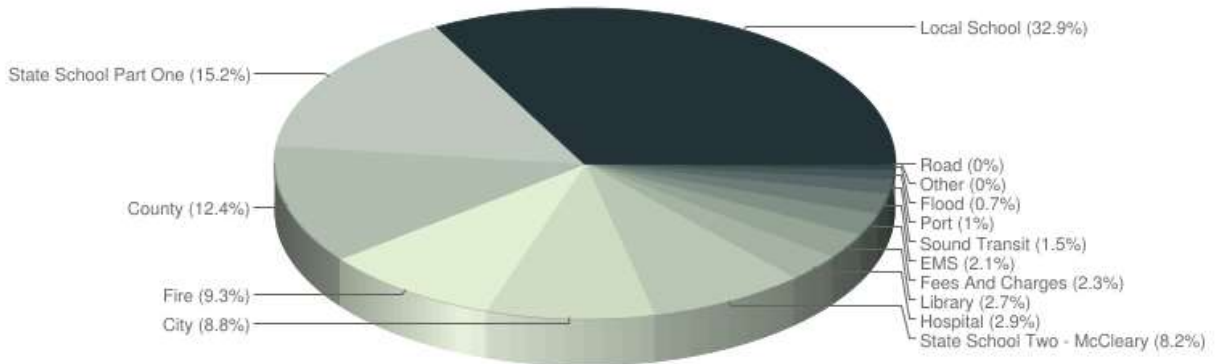
Distribution information	Dollars	Percent *
State School Part One	\$763.51	15.2%
State School Two - McCleary	\$409.66	8.2%
Local School	\$1,645.93	32.9%
County	\$623.49	12.4%
City	\$441.95	8.8%
Road	\$0.00	0.0%
Port	\$48.78	1.0%
Sound Transit	\$76.81	1.5%
Fire	\$466.00	9.3%
Hospital	\$145.64	2.9%
Flood	\$32.93	0.7%
Library	\$134.55	2.7%
EMS	\$105.68	2.1%
Other	\$0.00	0.0%
Fees And Charges	\$114.74	2.3%

**\* Percents are rounded**

**2024 Tax / Fee Distribution Chart**



Current Year Property Tax Distribution



To request a tax statement, click the **Request tax statement** button below. The statement will be mailed to the address on file within 10 working days.

 REQUEST TAX STATEMENT

If the name or mailing address on your statement is incorrect, visit the Property Tax FAQ - General/Statements and scroll down to the section titled, [How do I change my mailing address or the name on my statement?](#)

## King County Treasury Operations

King Street Center  
201 South Jackson Street #710  
Seattle, WA 98104

Hours: Monday-Friday, 8:30 a.m. to 4:30 p.m. PST



TTY Relay: 711

## Customer Service

Property Tax Information and Customer Service  
206-263-2890  
[PropertyTax.CustomerService@kingcounty.gov](mailto:PropertyTax.CustomerService@kingcounty.gov)

Maintenance Assessment Management Systems Local Improvement Districts  
206-263-1893  
[mams.lid@kingcounty.gov](mailto:mams.lid@kingcounty.gov)

Mobile Homes/Commercial Personal Property  
206-263-2844  
[Treasury.PersonalProperty@kingcounty.gov](mailto:Treasury.PersonalProperty@kingcounty.gov)

Tax Foreclosures

206-263-2649

TaxForeclosures@kingcounty.gov

**RETURN ADDRESS:**

Puget Sound Energy, Inc.  
Attention: R/W Department  
PO BOX 90868  
Bellevue, WA 98009-9869



19990917002834

PAGE 001 OF 002  
09/17/1999 14:42  
KING COUNTY, WA

**EASEMENT**

REFERENCE #:  
GRANTOR: STEEPLE CHASE HILL, LLC  
GRANTEE: PUGET SOUND ENERGY, INC.  
SHORT LEGAL: SW 20-23-05  
ASSESSOR'S PROPERTY TAX PARCEL: 202305-9046

**EXCISE TAX NOT REQUIRED**  
King Co. Records Division

By L. Olsen Deputy

For and in consideration of One Dollar (\$1.00) and other valuable consideration in hand paid, **STEEPLE CHASE HILL, LLC, a Washington Limited Liability Company** ("Grantor" herein), hereby conveys and warrants to **PUGET SOUND ENERGY, INC., a Washington Corporation** ("Grantee" herein), for the purposes hereinafter set forth, a nonexclusive perpetual easement over, under, along across and through the following described real property ("Property" herein) in **KING** County, Washington:

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, WILLAMETTE MERIDIAN, IN KING COUNTY, WASHINGTON DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20; THENCE SOUTH 0°08'49" WEST 635.58 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED; THENCE CONTINUING SOUTH 0°08'49" WEST 287.76 FEET; THENCE WESTERLY, PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 608.58 FEET; THENCE NORTH 25°43'18" EAST 326.16 FEET; THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467.02 FEET TO THE TRUE POINT OF BEGINNING.

Except as may be otherwise set forth herein Grantee's rights shall be exercised upon that portion of the Property ("Easement Area" herein) described as follows:

An Easement Area Ten (10) feet in width having Five (5) feet of such width on each side of a centerline of the underground electrical and natural gas facilities installed and/or to be installed on the above described real property.

**1. Purpose.** Grantee shall have the right to construct, operate, maintain, repair, replace, improve, remove, enlarge, and use the easement area for one or more utility systems for purposes of transmission, distribution and sale of gas and electricity. Such system may include, but are not limited to:

**Underground facilities.** Pipes, pipelines, mains, laterals, conduits, regulators and feeders for gas; conduits, lines, cables, vaults, switches and transformers for electricity; fiber optic cable and other lines, cables and facilities for communications; semi-buried or ground-mounted facilities and pads, manholes, meters, fixtures, attachments and any and all other facilities or appurtenances necessary or convenient to any or all of the foregoing.

Following the initial construction of all or a portion of its systems, Grantee may, from time to time, construct such additional facilities as it may require for such systems. Grantee shall have the right of access to the Easement Area over and across the Property to enable Grantee to exercise its rights hereunder. Grantee shall compensate Grantor for any damage to the Property caused by the exercise of such right of access by Grantee.

**2. Easement Area Clearing and Maintenance.** Grantee shall have the right to cut, remove and dispose of any and all brush, trees or other vegetation in the Easement Area. Grantee shall also have the right to control, on a continuing basis and by any prudent and reasonable means, the establishment and growth of brush, trees or other vegetation in the Easement Area.

**3. Grantor's Use of Easement Area.** Grantor reserves the right to use the Easement Area for any purpose not inconsistent with the rights herein granted, provided, however, Grantor shall not construct or maintain any buildings, structures or other objects on the Easement Area and Grantor shall do no blasting within 300 feet of Grantee's facilities without Grantee's prior written consent.

**4. Indemnity.** Grantee agrees to indemnify Grantor from and against liability incurred by Grantor as a result of Grantee's negligence in the exercise of the rights herein granted to Grantee, but nothing herein shall require Grantee to indemnify Grantor for that portion of any such liability attributable to the negligence of Grantor or the negligence of others.

UG Gas & Electric Easement 11/1998  
105004210/107006641  
235-079/208.080

*Laggart*

5. **Abandonment.** The rights herein granted shall continue until such time as Grantee ceases to use the Easement Area for a period of five (5) successive years, in which event, this easement shall terminate and all rights hereunder, and any improvements remaining in the Easement Area, shall revert to or otherwise become the property of Grantor, provided, however, that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its systems on the Easement Area within any period of time from the date hereof.

6. **Successors and Assigns.** Grantee shall have the right to assign, apportion or otherwise transfer any or all of its rights, benefits, privileges and interests arising in and under this easement. Without limiting the generality of the foregoing, the rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

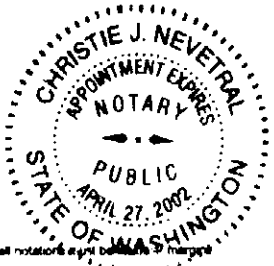
DATED this 1st day of September, 1999 ac

GRANTOR:  
BY: Charlie Laboda VP  
STEEPLE CHASE HILL, LLC  
By: Daily Home Inc. M.M.

STATE OF WASHINGTON )  
COUNTY OF King ) ss

On this 1st day of September, 1999 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Charlie Laboda, to me known to be the person who signed as Vice President, of «GRANTOR», the corporation that executed the within and foregoing instrument, and acknowledged said instrument to be his/her free and voluntary act and deed and the free and voluntary act and deed of «GRANTOR» for the uses and purposes therein mentioned; and on oath stated that he was authorized to execute the said instrument on behalf of said «GRANTOR».

IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written.



Christie J. Nevetral  
(Signature of Notary)  
Christie J. Nevetral  
(Print or stamp name of Notary)  
NOTARY PUBLIC in and for the State of Washington  
residing at Seattle  
My Appointment Expires: 4-27-02

Notary seal text and all notations are to be made in this margin





D Feb 9-27

12-17

2304921

Dec 24-26 \$600.

Puget Sound Power & Light Company, a Mass corp  
to Joe Davie

Fp b a and ay to sp his in the field in New

A tt of 10 sit in NW of Sec 20 Tp 23 N R 5 E W.M. more partic  
bounded and d f;

beg at the center of Sec 20 Tp 23 N R 5 E th S 0°08'49" W 635.58 ft  
to the true pt of beg, wh is the ne cor of the tt hin sec, th  
continuing S 0°08'49" W 297.76 ft, th Wly pll to the E and W center  
ln of ad Sec 20, 606.58 ft, th N 25°43'18" E 326.16 ft, th eily  
pll with the E and W center ln of ad Sec 20, 467.02 ft to the  
true pt of beg, The tt is eyed cont 3.53 ac mrl

excepting and reserving thross to sp its sa all coal, clay, stone,  
oil and all other metals and minerals and mining ris lying in and  
under the ad prop and every part thof, whether htofore or hafter  
discovered with the pt to mine, quarry and procure the sm at any  
time hafter

Gov Ltd to GW by thru or under ad fp and not otherwise except all tax  
and assets wh may have been lev or wh may have accrued agst ad lds  
or any part thof subsequent to Feb 7-23

Law the ad fp has caused its corp am to be hunto subs, its corp al  
to be hto affxd and the pres to be exe and del in its behalf by  
its proper ofers thusto duly auth

Puget Sound Power & Light Company

By Donald C. Barnes, V Pres

Attest: Donald C. Jewett, Asst Clk

corp al

Suffolk Co Mass Dec 24-26 by Donald C. Barnes, V Pres of P S P & L C  
and Donald C. Jewett, Asst Clk of sd corp (of) bef Frederic J.  
Casey sp for Commonwealth of Mass res at Boston ne  
(Wl sp Kenton, Wash)

AK Feb 9-27

12-23

2304822

Dec 16-26 \$1000.

Siddie A. Iddins, as admx with the will anrd of the est of Rufus  
Barrow, deod

to George O. Gray, of New

Fp s a t and ay to sp tht certain mtg did Sep 16-22 made and exe by  
Oscar Jones and Suzie Jones, hw to Rufus Barrow a widr mtg

Lot 1 Sec 3 Tp 27 N R 6 E W.M. prop sit in New  
tap of \$2400. with int at 6% pa wh ad mtg is rec in vol 248  
p.483 mtg rec of ad ke toghtr with the debt thby sec giving and  
granting unto the ad assignee full power and auth to collect the  
ad mtg and the bal due on the ad debt the sa as I might or could  
do in the manner provd by law.

Siddie A. Iddins, as Admx

Whatecom Co Wn Dec 16-26 by Siddie A. Iddins, hnt admx with the will  
anrd of the est of Rufus Barrow, deod, bef U.D. Gnagey sp for  
sw res at Bellingham ne Dec 13-26

The foreg; asset of mtg and note accompanying am del and accepted  
by me pursuant to order of court on Feb 9-27

George O. Gray

Attached hto is certi copy of petition for sale of peral prop  
from supr court of Whatecom Co Wn stating the above mtg was among  
the peral prop belonging to the est of Rufus Barrow, deod;  
also certi copy of order of ad court auth ad admx to sell ad mtg  
under date of Feb 3-27 signed by E.P. Brown, Judge; both

This map/plat is being furnished as an aid in locating the herein described Land in relation to adjoining streets, natural boundaries and other land, and is not a survey of the land depicted. Except to the extent a policy of title insurance is expressly modified by endorsement, if any, the Company does not insure dimensions, distances, location of easements, acreage or other matters shown thereon.

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE I

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON

## DEDICATION

WE, THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN, HEREBY DECLARE THIS SURVEY MAP AND PLANS AND DEDICATE THE SAME FOR A CONDOMINIUM SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT, RCW 64.34, ET SEQ., AND NOT FOR ANY PUBLIC PURPOSES.

WE FURTHER CERTIFY THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF ALL BUILDINGS CONTAINING OR COMPRISING ANY UNITS HEREBY CREATED WITHIN PHASE I ARE SUBSTANTIALLY COMPLETED, AND THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF ALL BUILDINGS CONTAINING OR COMPRISING ANY UNITS WITH PHASE I B MUST BE BUILT.

THIS SURVEY MAP AND THESE PLANS AND ANY PORTION THEREOF ARE PHASE I A CONDOMINIUM, RECORDED UNDER KING COUNTY RECORDING NO. 19990915 00 2208

STEEPLE CHASE HILL, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY

BY: DAILY HOMES, INC., A WASHINGTON CORPORATION

ITS: MANAGER

BY: *Christie Ilieva*

ITS: VICE PRESIDENT

## ACKNOWLEDGMENT

STATE OF WASHINGTON SS

COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT *Charles* IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE MANAGER OF DAILY HOMES, INC., A WASHINGTON CORPORATION.

MANAGER OF STEEPLE CHASE HILL, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS 9th DAY OF September, 1999

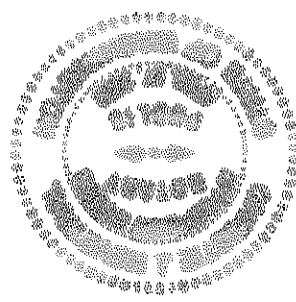
*Christie Ilieva*

PRINTED NAME *Christie Ilieva*

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

RESIDING AT *Seattle*

EXPIRATION DATE 4-27-02



## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS OF STEEPLE CHASE HILL, PHASE I, A CONDOMINIUM, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED HEREIN; THAT THE COURSES AND BEARINGS ARE SHOWN CORRECTLY HEREIN; THAT ALL INFORMATION REQUIRED BY RCW 64.34.232 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

TIMOTHY E. HANSON  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 18903

DATE 9/15/99

## SURVEYOR'S VERIFICATION

STATE OF WASHINGTON SS

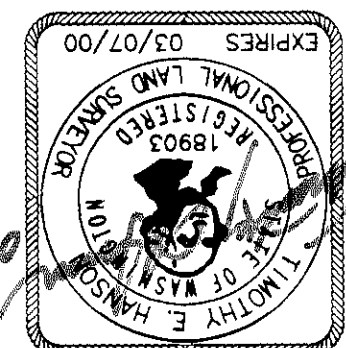
COUNTY OF KING

TIMOTHY E. HANSON, BEING FIRST ON OATH DULY SWORN, STATES THAT HE IS THE PROFESSIONAL LAND SURVEYOR SIGNING THE ABOVE CERTIFICATE AND THAT HE BELIEVES THE ABOVE CERTIFICATE TO BE A TRUE STATEMENT.

TIMOTHY E. HANSON  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 18903

DATE 9/15/99

SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY OF September, 1999



RESIDING AT *Seattle*

NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON

EXPIRATION DATE 3-14-01



## ASSESSOR'S CERTIFICATE

EXAMINED AND APPROVED THIS 15th DAY OF Sept, 1999

*Dianne Muddock*  
DEPUTY KING COUNTY ASSESSOR

## RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE STEEPLE CHASE HILL, L.L.C., THIS 9th DAY OF September, 1999, AT 9:55 AM, AND RECORDED IN VOLUME 199 OF CONDOMINIUMS, PAGES 1-4, COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

*Wanda Washington*  
MANAGER  
SUPERINTENDENT OF RECORDS

## LEGAL DESCRIPTION

TOTAL PARCEL \*  
THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20; THENCE SOUTH 00°08'49" WEST 635.58 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°08'49" WEST 287.76 FEET; THENCE WESTERLY, PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 606.58 FEET;

SECTION 20, A DISTANCE OF 606.58 FEET; THENCE NORTH 25°43'18" EAST 326.16 FEET;

THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467.02 FEET TO THE TRUE POINT OF BEGINNING;

EXCEPT THAT PORTION THEREOF LYING WESTERLY AND SOUTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL; THENCE SOUTH 88°26'58" WEST ALONG THE SOUTH LINE OF SAID PARCEL; 310.17 FEET TO THE POINT OF BEGINNING OF SAID LINE;

THENCE NORTH 01°30'45" WEST 178.58 FEET; THENCE SOUTH 88°29'15" WEST 66.19 FEET;

THENCE NORTH 83°40'03" WEST 119.24 FEET TO THE WEST LINE OF SAID PARCEL AND THE TERMINUS OF SAID LINE.

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

## NOTES

1. THE UNITS SHOWN HEREON ARE LIMITED TO THE AREA ENCLOSED BY THE WALLS, CEILINGS AND FLOORS, EXCEPT THOSE PORTIONS WHICH INCLUDE LATH, FURNING, WALLBOARD, PLASTERBOARD, PLASTER, PANELING, TILES, WALLPAPER, PAINT, FINISHED FLOORING, AND ANY OTHER MATERIALS CONSTITUTING ANY PART OF THE FINISHED SURFACES THEREOF.
2. THE APPROXIMATE THICKNESS OF CERTAIN PERIMETER WALLS OF CERTAIN UNITS AS SHOWN ON THE PLANS IS ONLY ILLUSTRATIVE OF THE WALL THICKNESS AT THE LOCATION SHOWN AND IS NOT CERTIFIED AS THE THICKNESS OF ALL PORTIONS OF ALL PERIMETER WALLS OF ALL UNITS.
3. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
4. THE DIMENSIONS OF THE UNITS SHOWN HEREON ARE IN FEET AND TENTHS OF A FOOT AND ARE IN ACCORDANCE WITH ASBUILT MEASUREMENTS BASED ON MEAN VALUES.
5. ALL DECKS, PATIOS, PARKING STALLS, CARPORTS, GARAGES AND STORAGE AREAS ARE LIMITED COMMON ELEMENTS, TO BE ASSIGNED PER THE DECLARATION.
6. THE SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE METHOD THROUGH THE MONUMENTS SHOWN, UTILIZING A 05" TOTAL STATION THEODOLITE (LEICA TOA1105).
7. THE SURVEY MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS OF WAC 332-130-090.
8. ELEVATIONS ARE BASED ON CITY OF RENTON VERTICAL DATUM AND ARE SHOWN IN FEET AND TENTHS OF A FOOT.
10. REFERENCE UNRECORDED SURVEY PREPARED BY TRIAD ASSOCIATES, INC., KIRKLAND, WASHINGTON, THEIR JOB NO. 96-358.

TIM HANSON AND ASSOCIATES, INC.

6025 - 108th AVENUE N.E., KIRKLAND, WA 98033

(425) 822-7271

PROJECT NO. 99026

SHEET 1 OF 4

159 - 1

19990915 002207

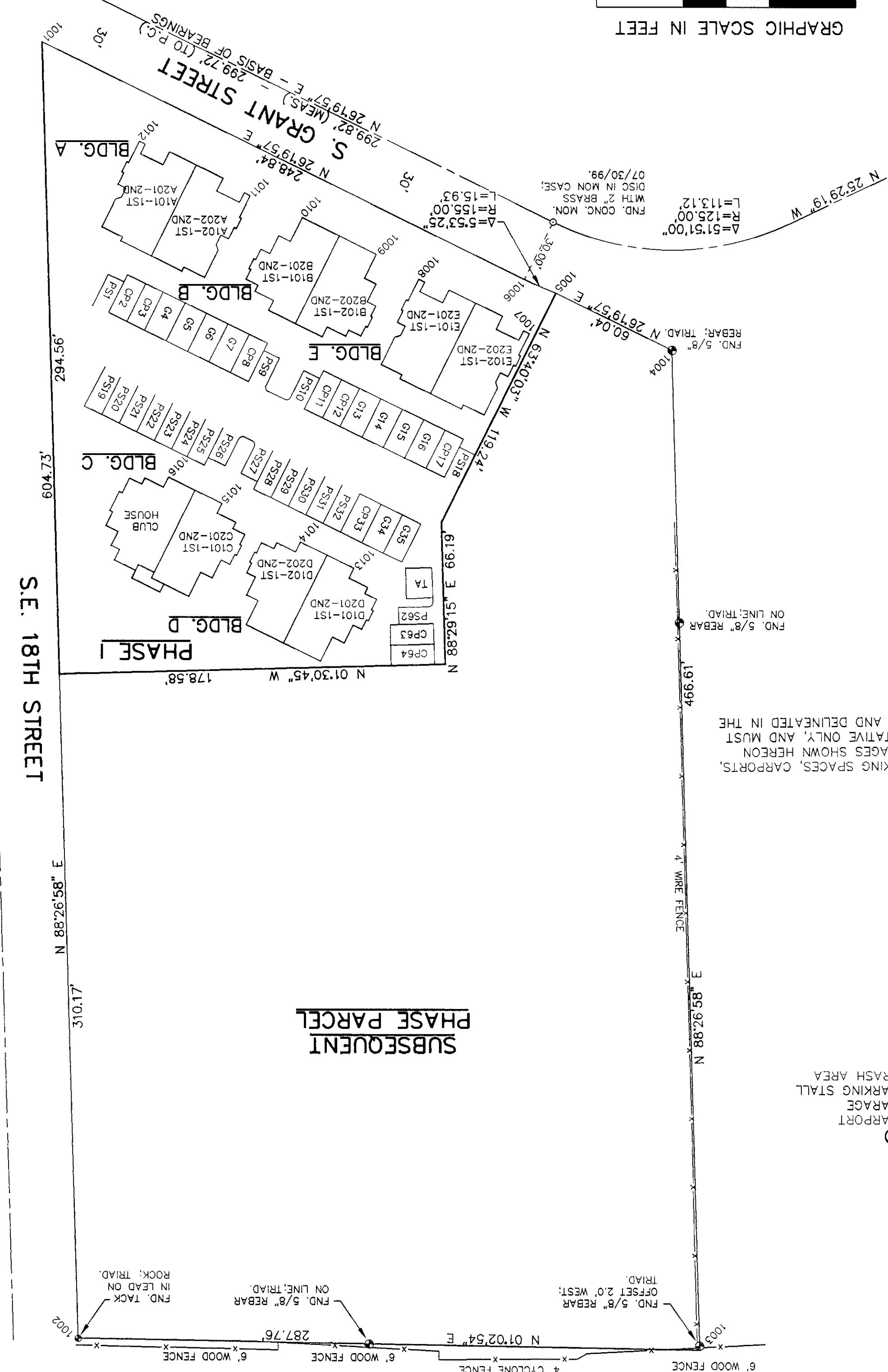
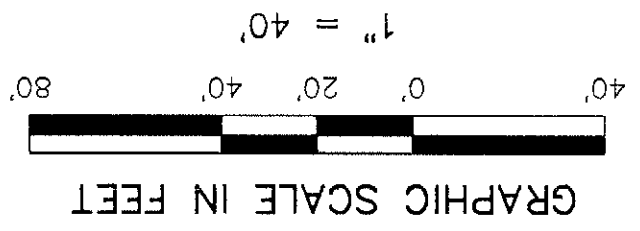
# STEEPLE CHASE HILL A CONDOMINIUM - PHASE I

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON

159 - 2

**LEGEND**  
 C.P. CARPORT  
 G. GARAGE  
 P.S. PARKING STALL  
 T.A. TRASH AREA

**NOTE:**  
 THE PARKING SPACES, CARPORTS,  
 AND GARAGES SHOWN HEREON  
 ARE TENTATIVE ONLY, AND MUST  
 BE BUILT AND DELETED IN THE  
 FUTURE.



BUILDING AND PROPERTY CORNER COORDINATES \*  
 POINT NORTH EAST  
 1001 5049.46  
 1002 5048.66  
 1003 5658.23  
 1004 5192.79  
 1005 5166.16  
 1006 5255.31  
 1007 5185.07  
 1008 5206.58  
 1009 5186.95  
 1010 5152.60  
 1011 5121.05  
 1012 5095.77  
 1013 5294.63  
 1014 5176.44  
 1015 5282.39  
 1016 5252.18  
 5090.65  
 5115.41  
 5151.68  
 5294.63  
 5077.30  
 5128.46  
 5121.05  
 5131.07  
 5148.14  
 5186.95  
 5206.58  
 5257.74  
 5255.31  
 5269.93  
 5323.74  
 5336.37  
 5048.66  
 5032.29  
 EAST  
 \*ASSUMED COORDINATE SYSTEM

BENCHMARK  
 TOP OF MON. IN CASE  
 ELEV. = 317.59  
 DATUM - CITY OF RENTON  
 FND. CONC. MON.  
 WITH 3/4\"/>



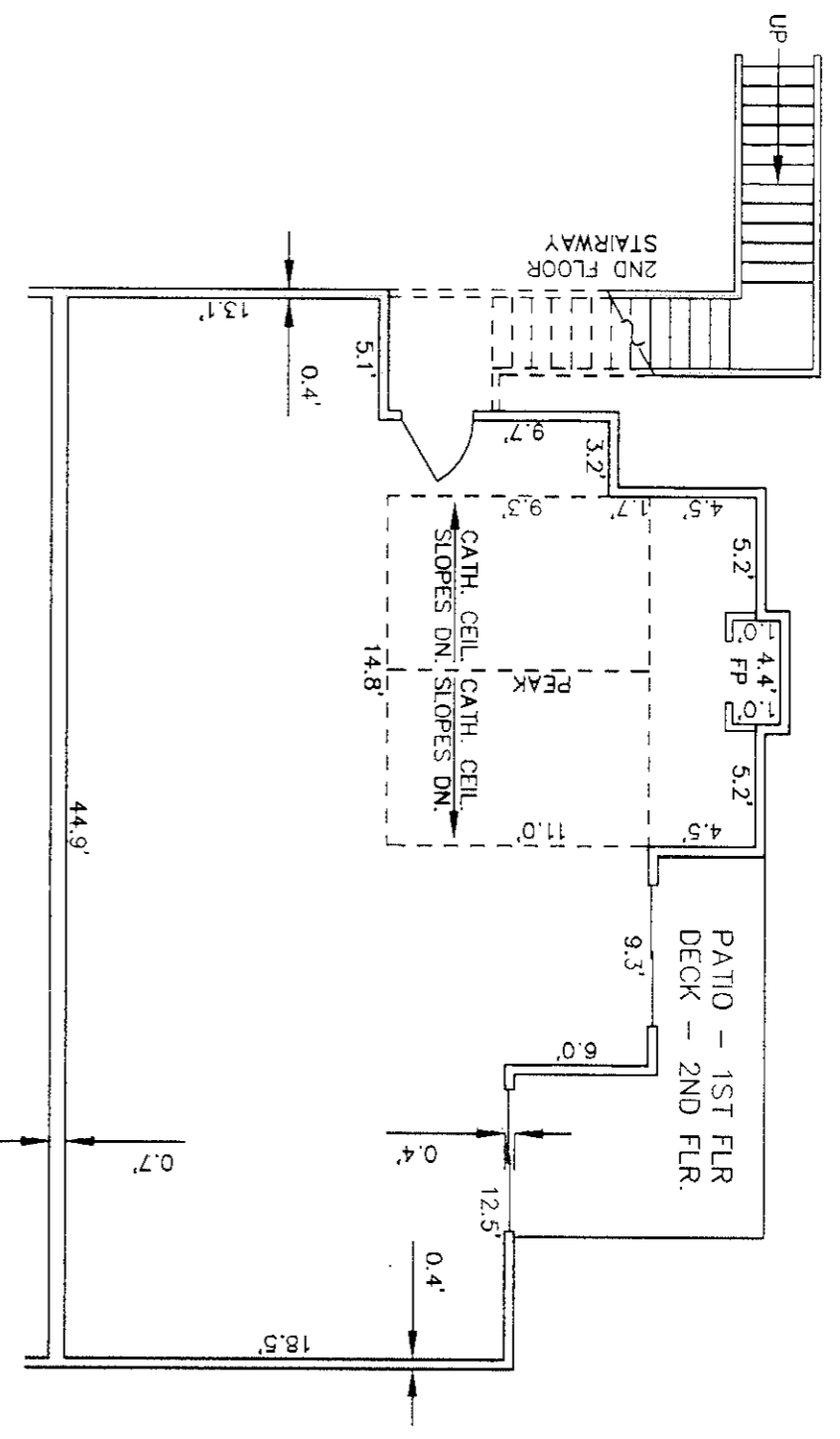
TIM HANSON AND ASSOCIATES, INC.  
 6025 - 108th AVENUE N.E. KIRKLAND, WA 98033  
 (425) 822-7271

PROJECT NO. 99026

SHEET 2 OF 4

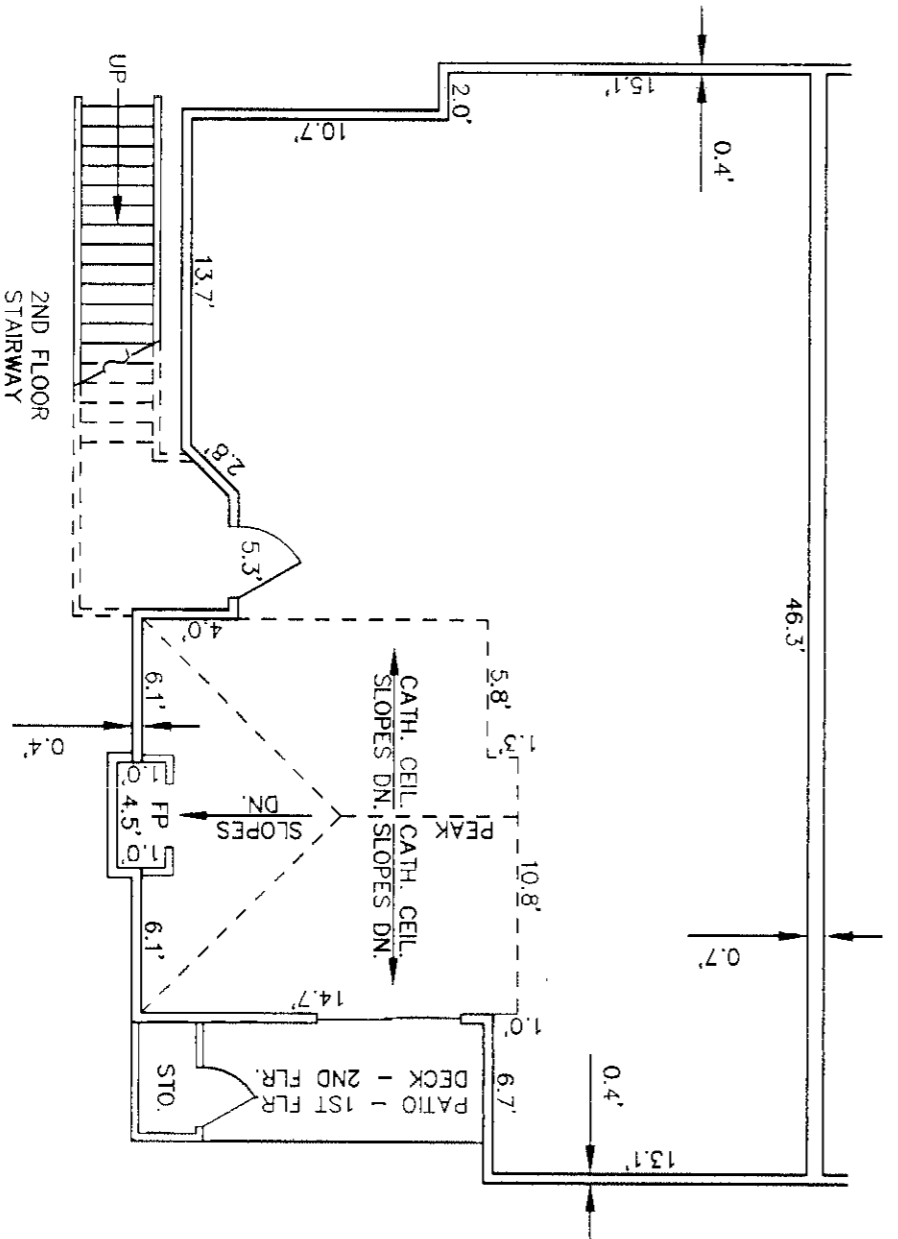
# STEEPLE CHASE HILL A CONDOMINIUM - PHASE I

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON



APPLIES TO UNITS  
B101, B201, C101, C201, D101 & D201  
MIRROR IMAGE APPLIES TO  
B102, B202, D102 & D202

TYPE 'A' FLOOR PLAN

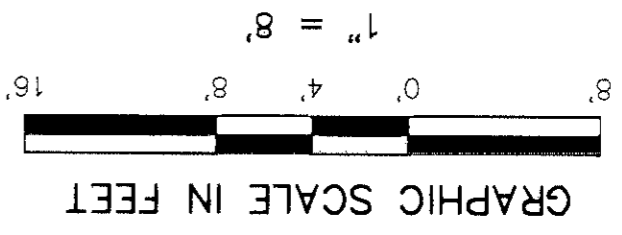


APPLIES TO UNITS  
A102, A202, E102 & E202  
MIRROR IMAGE APPLIES TO  
A101, A201, E101 & E201

TYPE 'B' FLOOR PLAN

ELEVATION TABLE

UNIT	FLOOR	FLOOR ELEV.	CELL. ELEV.	UPPER LOWER
A101	1ST	325.9	334.9	
A102	"	325.9	334.9	
A201	2ND	335.8	344.4	344.4
A202	"	335.8	344.4	346.5
B101	1ST	323.9	332.9	
B102	"	323.9	332.9	
B201	2ND	333.8	341.9	343.8
B202	"	333.8	341.9	343.8
C101	1ST	324.8	333.8	
C201	2ND	334.6	342.7	344.6
D101	1ST	325.4	334.4	
D102	"	325.4	334.4	
D201	2ND	335.3	343.4	345.3
D202	"	335.3	343.4	345.3
E101	1ST	323.9	332.9	
E102	"	323.9	332.9	
E201	2ND	333.8	342.4	344.5
E202	"	333.8	342.4	342.4

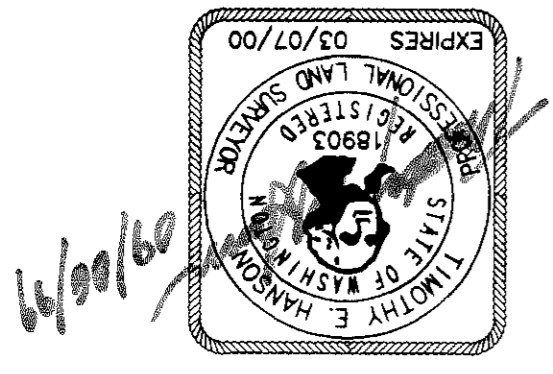


LEGEND  
F.P. FIREPLACE  
STO. STORAGE

TIM HANSON AND ASSOCIATES, INC.  
6025 - 108th AVENUE N.E. KIRKLAND, WA 98033  
(425) 822-7271

PROJECT NO. 99026

SHEET 3 OF 4



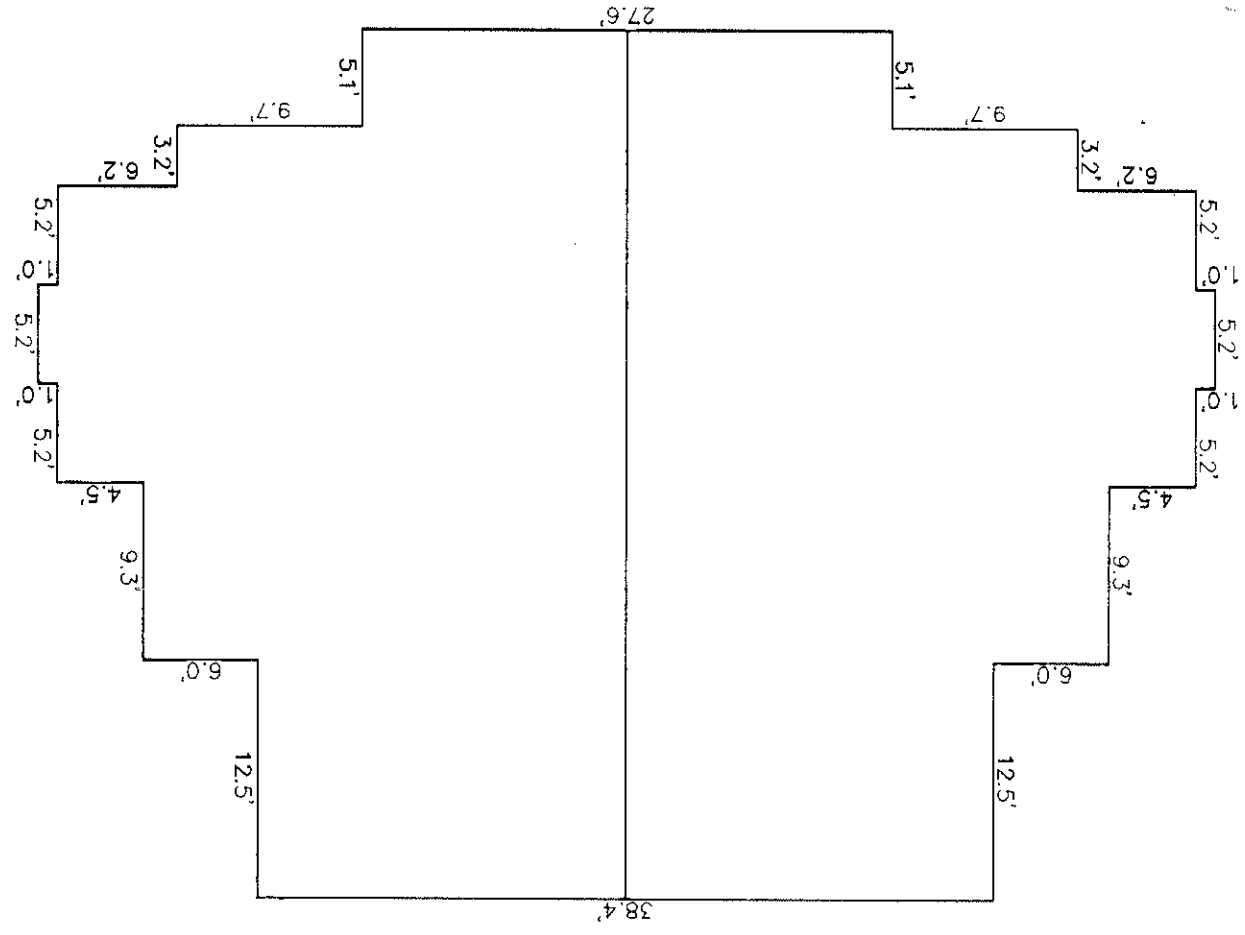
159-3

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE I

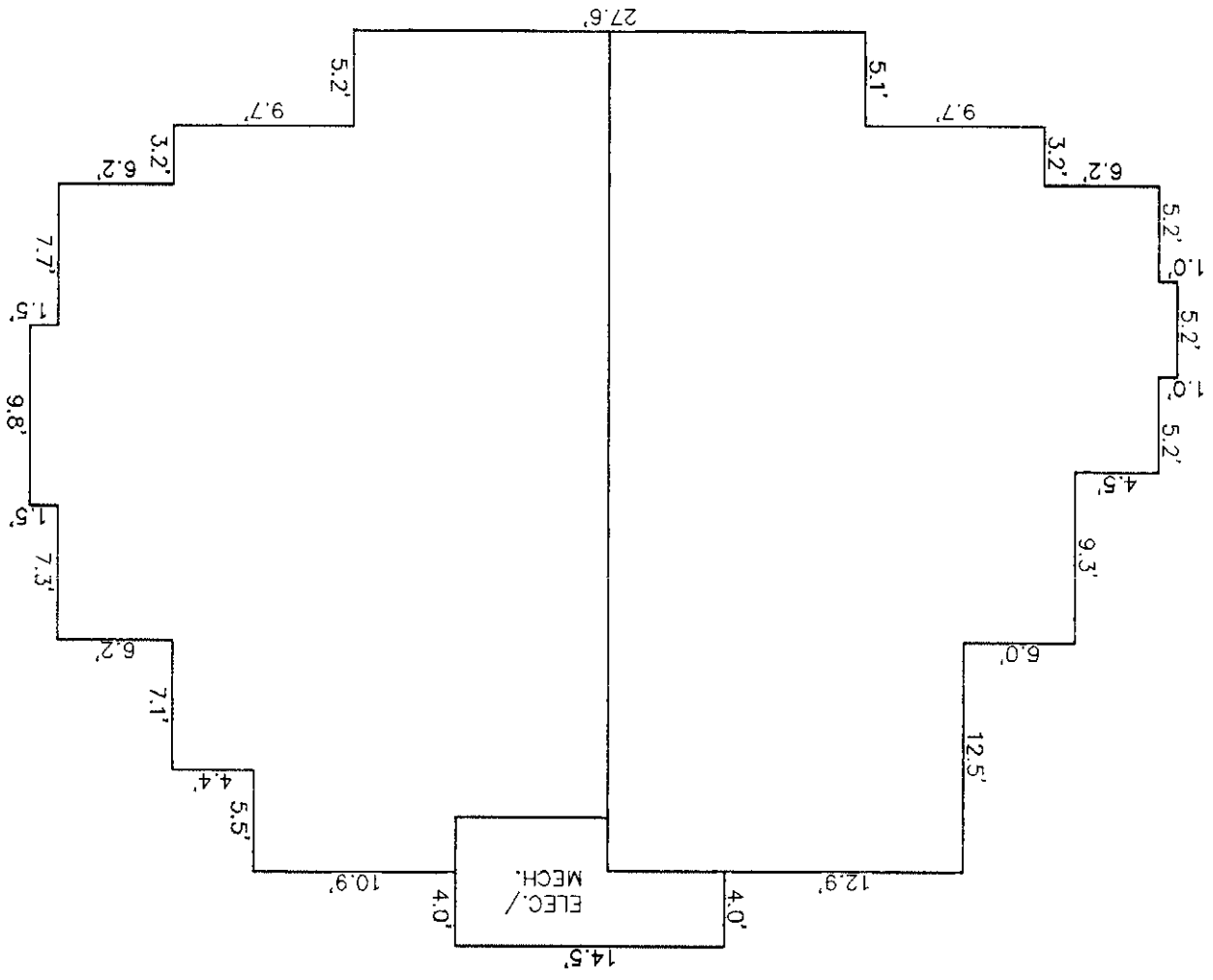
SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON

BUILDING PLAN - TYPE 1

APPLIES TO BUILDINGS B & D

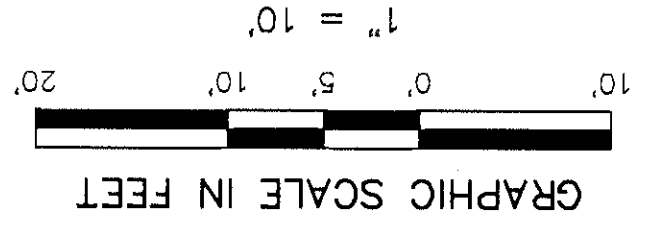
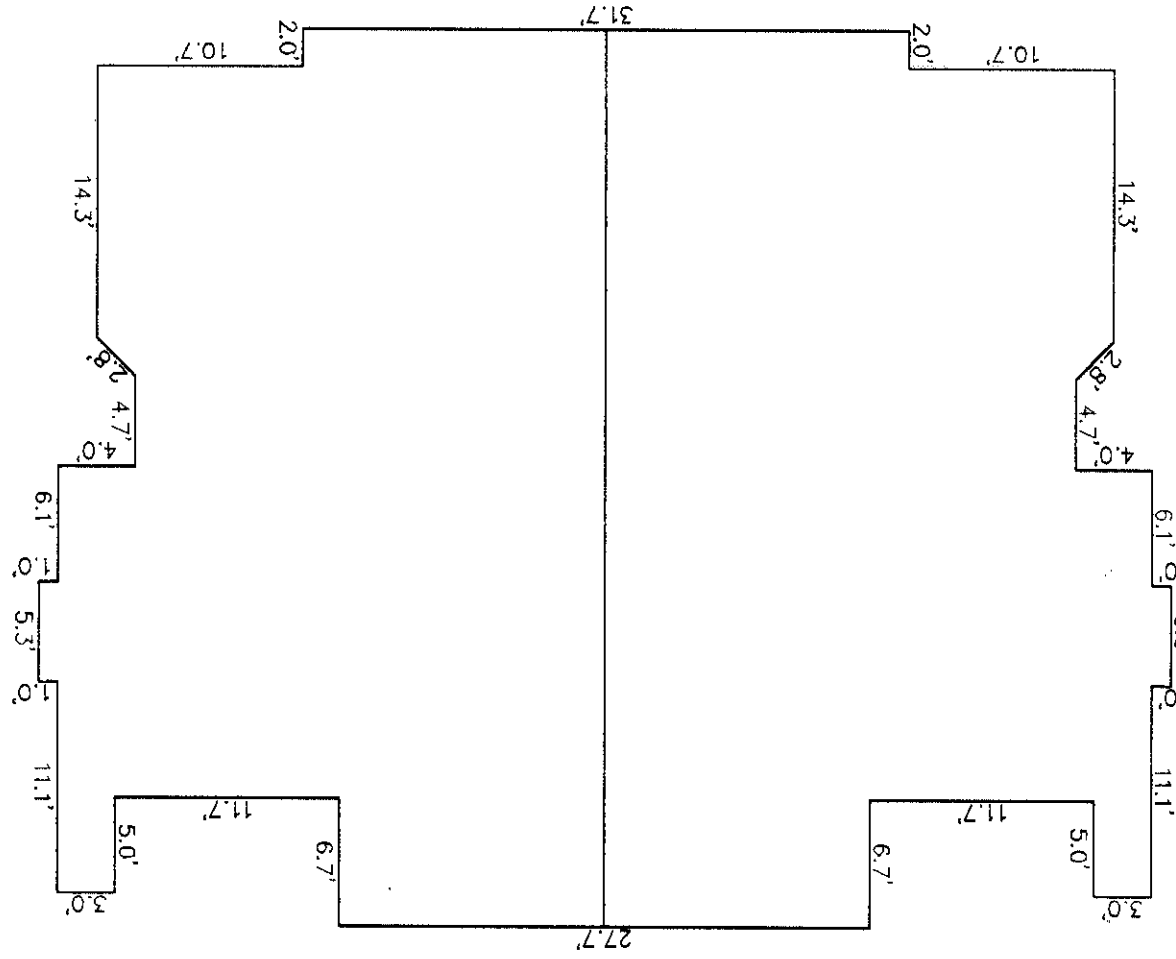


BUILDING PLAN - BUILDING C



BUILDING PLAN - TYPE 2

APPLIES TO BUILDINGS A & E



BUILDING FOOTPRINTS

**TIM HANSON AND ASSOCIATES, INC.**  
6025 - 108th AVENUE N.E., KIRKLAND, WA 98033  
(425) 822-7271

PROJECT NO. 99026



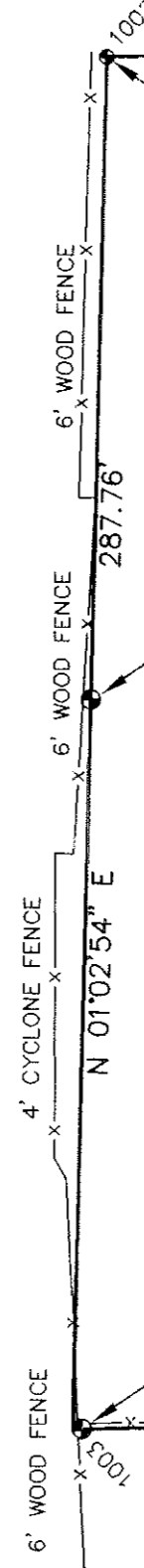
*Handwritten initials*

*Handwritten: 159 - 4*

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE I

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON

## AFFIDAVIT OF CORRECTION



FND. 5/8" REBAR  
OFFSET 2.0' WEST;  
TRIAD.

FND. 5/8" REBAR  
ON LINE; TRIAD.

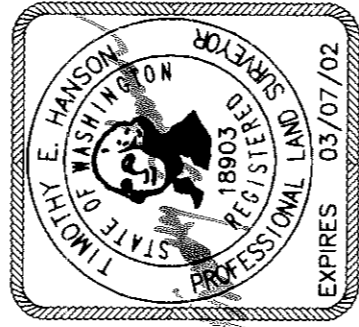
FND. TACK  
IN LEAD ON  
ROCK; TRIAD.



PURPOSE OF AFFIDAVIT OF CORRECTION  
THE PURPOSE OF THIS AFFIDAVIT OF CORRECTION IS TO  
CHANGE CARPORT STALL NO. 33 TO PARKING STALL NO. 33.  
THE ORIGINAL SURVEY MAP AND PLANS WERE RECORDED  
IN BOOK 159 OF CONDOMINIUMS, PAGES 12, 13, 14,  
INCLUSIVE, UNDER KING COUNTY RECORDING NO. 990207/5002307.

### SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME  
OR UNDER MY DIRECTION IN CONFORMANCE WITH THE  
REQUIREMENTS OF THE SURVEY RECORDING ACT AT THE  
REQUEST OF \_\_\_\_\_ IN \_\_\_\_\_, 2000.



### DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS 16th DAY OF  
MARCH, 2000.  
Scott Noble ASSESSOR

Filed For Record at the request  
of Rodney Hanson on March 17  
2000 in Vol 162 Condo Page 62.  
Walt Washington  
MANAGER

### SUBSEQUENT PHASE PARCEL

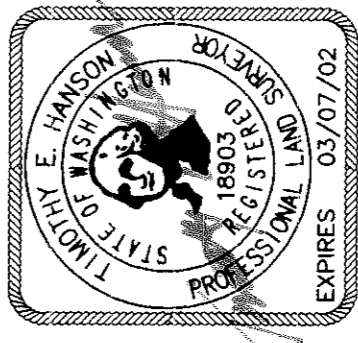
NOTE:  
THE PARKING SPACES, CARPORTS,  
AND GARAGES SHOWN HEREON  
ARE TENTATIVE ONLY, AND MUST  
BE BUILT AND DELINEATED IN THE  
FUTURE.

LEGEND  
C.P. CARPORT  
G. GARAGE  
P.S. PARKING STALL  
T.A. TRASH AREA

### BUILDING AND PROPERTY CORNER COORDINATES \*

POINT	NORTH	EAST
1001	5032.29	5049.46
1002	5048.66	5653.97
1003	5336.37	5659.23
1004	5323.74	5192.79
1005	5269.93	5166.16
1006	5255.31	5159.84
1007	5257.74	5185.07
1008	5208.58	5159.80
1009	5186.95	5148.14
1010	5152.60	5131.07
1011	5128.46	5121.05
1012	5077.30	5095.77
1013	5176.44	5294.63
1014	5151.68	5282.39
1015	5115.41	5264.41
1016	5090.65	5252.18

\*ASSUMED COORDINATE SYSTEM



BENCHMARK  
TOP OF MON. IN CASE  
ELEV. = 317.59  
DATUM - CITY OF RENTON

FND. CONC. MON.  
WITH 3/4" BRASS  
DISC IN MON CASE;  
07/30/99.

TIM HANSON AND ASSOCIATES, INC.  
6025 - 108th AVENUE N.E. KIRKLAND, WA 98033  
(425) 822-7271

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE II

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON

## DEDICATION

WE, THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN, HEREBY DECLARE THIS SURVEY MAP AND PLANS AND DEDICATE THE SAME FOR A CONDOMINIUM SOLELY TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT, RCW 64.34, ET SEQ., AND NOT FOR ANY PUBLIC PURPOSES.

WE FURTHER CERTIFY THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF ALL BUILDINGS CONTAINING OR COMPRISING ANY UNITS HEREBY CREATED WITHIN PHASE II ARE SUBSTANTIALLY COMPLETED.

THIS SURVEY MAP AND THESE PLANS AND ANY PORTION THEREOF ARE RESTRICTED BY LAW AND THE DECLARATION FOR STEEPLE CHASE HILL, A CONDOMINIUM, RECORDED UNDER KING COUNTY RECORDING NOS.

STEEPLE CHASE HILL, L.L.C., A  
WASHINGTON LIMITED LIABILITY COMPANY  
BY: DALLY HOMES, INC., A WASHINGTON  
CORPORATION

ITS: MANAGER  
BY: Charlie Jacobs  
ITS: VP

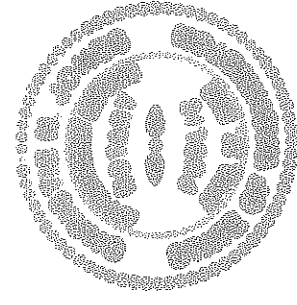
## ACKNOWLEDGMENT

STATE OF WASHINGTON SS  
COUNTY OF KING

I, CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT Charlie Jacobs IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE THE INSTRUMENT AND ACKNOWLEDGED IT AS THE VICE PRES. OF DALLY HOMES, INC. A WASHINGTON CORPORATION, MANAGER OF STEEPLE CHASE HILL, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.

DATED THIS 14th DAY OF March, 2000

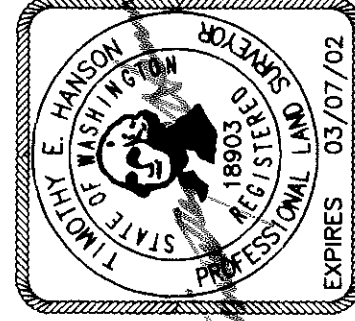
Christie Jones  
PRINTED NAME Christie Jones  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON,  
RESIDING AT Seattle  
EXPIRATION DATE 4-27-02



## SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS OF STEEPLE CHASE HILL, PHASE II, A CONDOMINIUM, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED HEREIN; THAT THE COURSES AND BEARINGS ARE SHOWN CORRECTLY HEREIN; THAT ALL INFORMATION REQUIRED BY RCW 64.34.232 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

Timothy E. Hanson  
TIMOTHY E. HANSON  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 18903  
DATE March 9, 2000

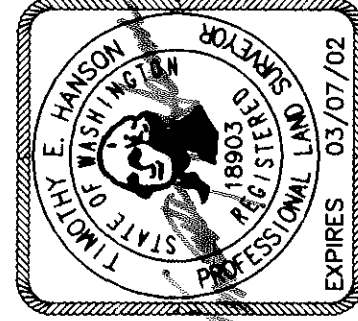


## SURVEYOR'S VERIFICATION

STATE OF WASHINGTON SS  
COUNTY OF KING

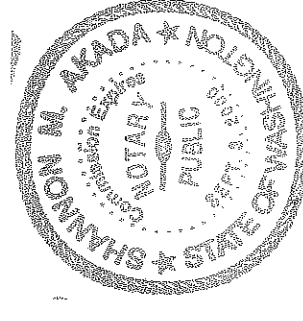
TIMOTHY E. HANSON, BEING FIRST ON OATH DULY SWORN, STATES THAT HE IS THE PROFESSIONAL LAND SURVEYOR SIGNING THE ABOVE CERTIFICATE, AND THAT HE BELIEVES THE ABOVE CERTIFICATE TO BE A TRUE STATEMENT.

Timothy E. Hanson  
TIMOTHY E. HANSON  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 18903



SUBSCRIBED AND SWORN TO BEFORE ME THIS 8th DAY OF March, 2000

Shannon M. Akada  
NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON,  
RESIDING AT Seattle  
EXPIRATION DATE 7-3-2000



## ASSESSOR'S CERTIFICATE

EXAMINED AND APPROVED THIS 16th DAY OF March, 2000.  
Scott Nabe  
KING COUNTY ASSESSOR

Rob Gerson  
SUPERINTENDENT OF RECORDS

## RECORDER'S CERTIFICATE

FILED FOR RECORD AT THE REQUEST OF THE STEEPLE CHASE HILL, L.L.C. THIS 17th DAY OF March, 2000 AT 9:47 A.M. AND RECORDED IN VOLUME 63-66 OF CONDOMINIUMS, PAGES 63-66, RECORDS OF KING COUNTY, WASHINGTON.

DIVISION OF RECORDS AND ELECTIONS

Rob Gerson  
MANAGER  
Walt Washington  
SUPERINTENDENT OF RECORDS

## LEGAL DESCRIPTION

### TOTAL PARCEL

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20;  
THENCE SOUTH 00°08'49" WEST 635.58 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;  
THENCE CONTINUING SOUTH 00°08'49" WEST 287.76 FEET;  
THENCE WESTERLY PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 606.58 FEET;  
THENCE NORTHERLY PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 23°43'18" EAST 326.16 FEET;  
THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467.02 FEET TO THE TRUE POINT OF BEGINNING.

### SUBSEQUENT PHASE PARCEL

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20;  
THENCE SOUTH 00°08'49" WEST 635.58 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;  
THENCE CONTINUING SOUTH 00°08'49" WEST 287.76 FEET;  
THENCE WESTERLY, PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 606.58 FEET;  
THENCE NORTH 25°43'18" EAST 326.16 FEET;  
THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467.02 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT;  
THENCE SOUTH 88°26'58" WEST ALONG THE SOUTH LINE OF SAID TRACT 310.17 FEET TO THE POINT OF BEGINNING OF SAID LINE;  
THENCE NORTH 01°30'45" WEST 88.90 FEET;  
THENCE NORTH 88°26'58" EAST 165.66 FEET;  
THENCE NORTH 01°33'02" WEST 51.29 FEET;  
THENCE SOUTH 89°17'55" EAST 20.05 FEET;  
THENCE NORTH 00°36'28" EAST 9.58 FEET;  
THENCE NORTH 89°15'40" WEST 30.01 FEET;  
THENCE NORTH 01°26'38" WEST 23.15 FEET;  
THENCE NORTH 01°28'41" WEST 19.96 FEET;  
THENCE NORTH 88°31'19" EAST 10.00 FEET;  
THENCE NORTH 01°33'02" WEST 70.15 FEET TO THE NORTH LINE OF SAID TRACT AND THE TERMINUS OF SAID LINE.

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

## NOTES

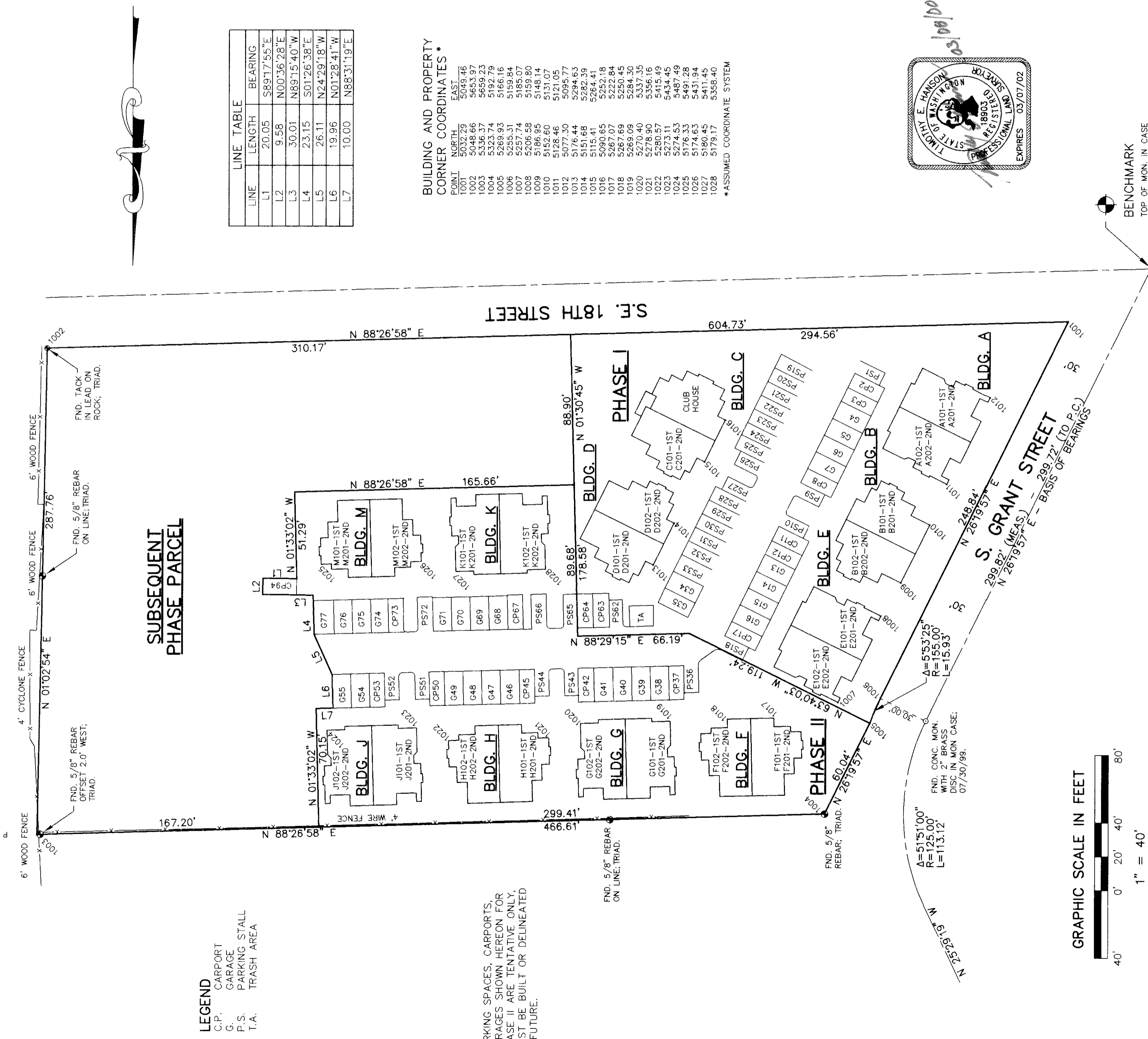
- THE UNITS SHOWN HEREON ARE LIMITED TO THE AREA ENCLOSED BY THE WALLS, CEILINGS AND FLOORS, EXCEPT THOSE PORTIONS WHICH INCLUDE LATH, FURRING, WALLBOARD, PLASTERBOARD, PLASTER, PANELING, TILES, WALLPAPER, PAINT, FINISHED FLOORING, AND ANY OTHER MATERIALS CONSTITUTING ANY PART OF THE FINISHED SURFACES THEREOF.
- THE APPROXIMATE THICKNESS OF CERTAIN PERIMETER WALLS OF CERTAIN UNITS AS SHOWN ON THE PLANS IS ONLY ILLUSTRATIVE OF THE WALL THICKNESS AT THE LOCATION SHOWN AND IS NOT CERTIFIED AS THE THICKNESS OF ALL PORTIONS OF ALL PERIMETER WALLS OF ALL UNITS.
- ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
- THE DIMENSIONS OF THE UNITS SHOWN HEREON ARE IN FEET AND TENTHS OF A FOOT AND ARE IN ACCORDANCE WITH ASSUILT MEASUREMENTS BASED ON MEAN VALUES.
- ALL DECKS, PATIOS, PARKING STALLS, CARPORTS, GARAGES AND STORAGE AREAS ARE LIMITED COMMON ELEMENTS, TO BE ASSIGNED PER THE DECLARATION.
- THE SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE METHOD THROUGH THE MONUMENTS SHOWN, UTILIZING A 05" TOTAL STATION THEODOLITE (LEICA TC4105).
- THE SURVEY MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS OF WAC 332-130-090.
- ELEVATIONS ARE BASED ON CITY OF RENTON VERTICAL DATUM AND ARE SHOWN IN FEET AND TENTHS OF A FOOT.
- REFERENCE UNRECORDED SURVEY PREPARED BY TRIAD ASSOCIATES, INC., KIRKLAND, WASHINGTON, THEIR JOB NO. 96-358.

**TIM HANSON AND ASSOCIATES, INC.**  
6025 - 108th AVENUE N.E. KIRKLAND, WA 98033  
(425) 822-7271



# STEEPLE CHASE HILL A CONDOMINIUM - PHASE II

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON



- LEGEND**
- C.P. CARPORT
  - G. GARAGE
  - P.S. PARKING STALL
  - T.A. TRASH AREA

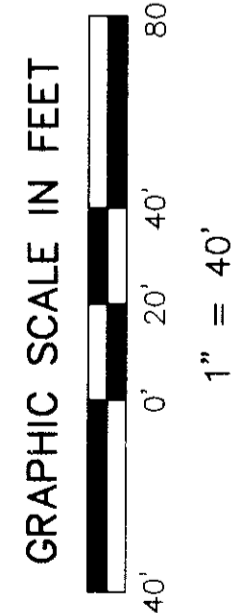
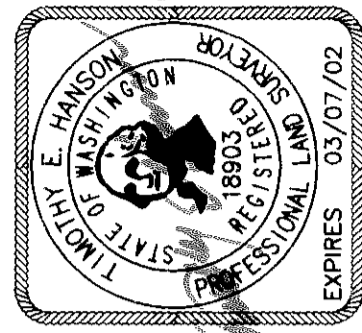
**NOTE:**  
THE PARKING SPACES, CARPORTS,  
AND GARAGES SHOWN HEREON FOR  
PHASE II ARE TENTATIVE ONLY,  
AND MUST BE BUILT OR DELINEATED  
IN THE FUTURE.

LINE	LENGTH	BEARING
L1	20.05	S89°17'55"E
L2	9.58	N00°36'28"E
L3	30.01	N89°15'40"W
L4	23.15	S01°26'38"E
L5	26.11	N24°29'18"W
L6	19.96	N01°28'41"W
L7	10.00	N88°31'19"E

**BUILDING AND PROPERTY  
CORNER COORDINATES \***

POINT	NORTH	EAST
1001	5049.29	5049.46
1002	5048.66	5653.97
1003	5336.37	5659.23
1004	5323.74	5192.79
1005	5269.83	5166.16
1006	5255.31	5159.84
1007	5257.74	5185.07
1008	5206.58	5159.80
1009	5186.95	5148.14
1010	5152.60	5131.07
1011	5128.46	5121.05
1012	5077.30	5095.77
1013	5176.44	5294.63
1014	5151.68	5282.39
1015	5115.41	5264.41
1016	5090.65	5252.18
1017	5267.07	5222.84
1018	5267.89	5250.45
1019	5269.09	5284.30
1020	5270.40	5337.35
1021	5278.90	5356.16
1022	5280.57	5415.49
1023	5273.11	5434.45
1024	5274.53	5487.49
1025	5176.33	5491.28
1026	5174.63	5431.94
1027	5180.45	5411.45
1028	5179.17	5358.40

\* ASSUMED COORDINATE SYSTEM



**BENCHMARK**  
TOP OF MON. IN CASE  
ELEV. = 317.59  
DATUM - CITY OF RENTON

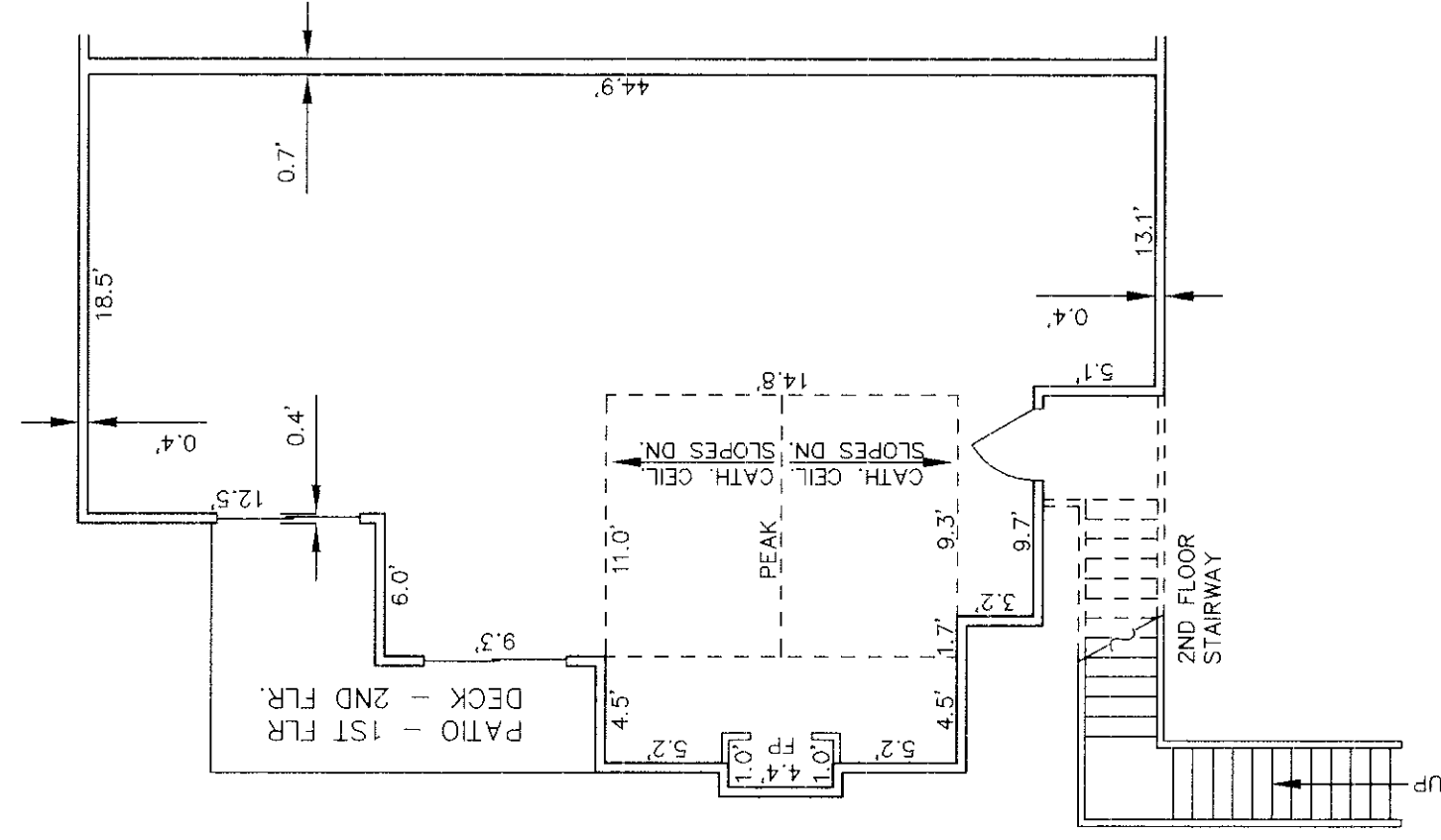
FND. CONC. MON.  
WITH 3/4" BRASS  
DISC IN MON CASE;  
07/30/99.

**TIM HANSON AND ASSOCIATES, INC.**  
6025 - 108th AVENUE N.E. KIRKLAND, WA 98033  
(425) 822-7271

162 64

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE II

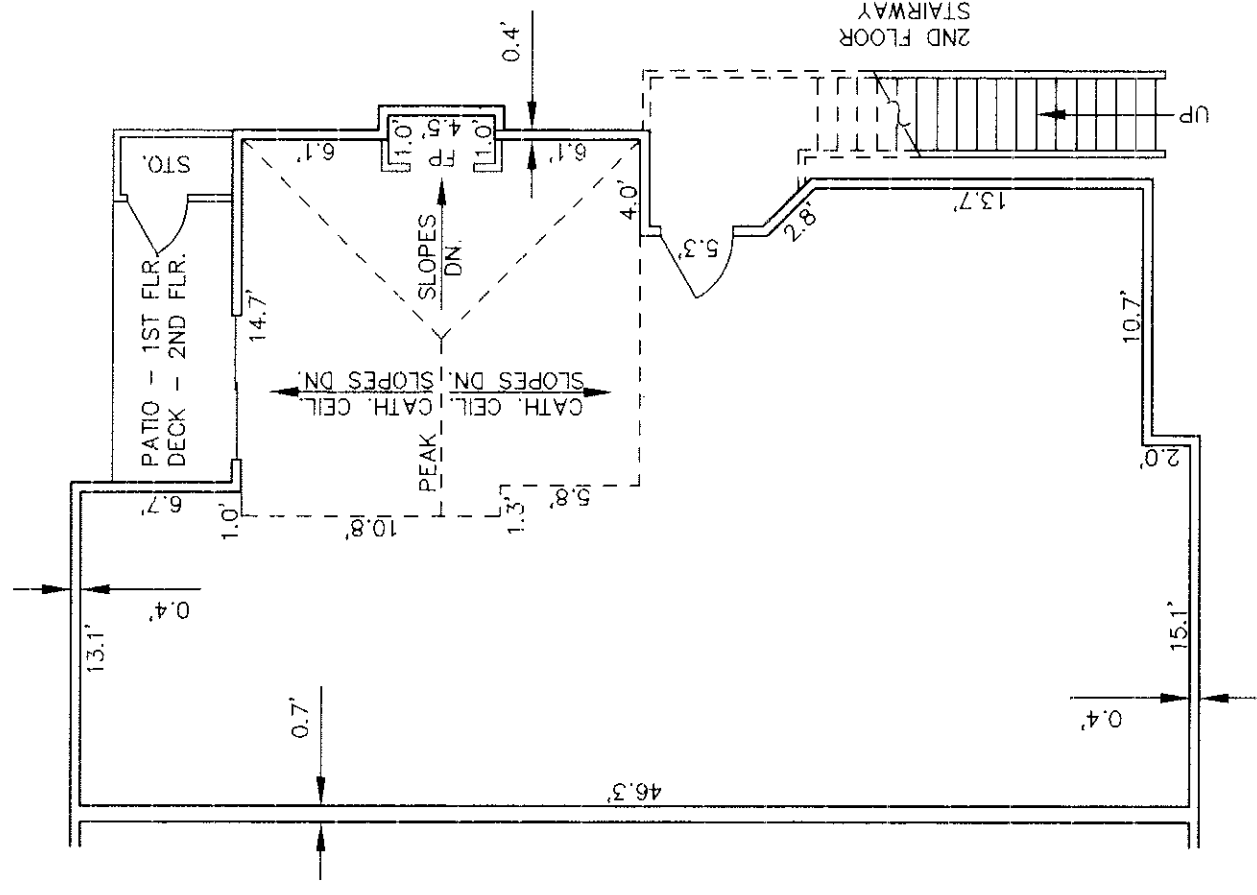
SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON



**TYPE 'A' FLOOR PLAN**

APPLIES TO UNITS  
F101, F201, H101, H201, M101 & M201

MIRROR IMAGE APPLIES TO  
F102, F202, H102, H202, M102 & M202



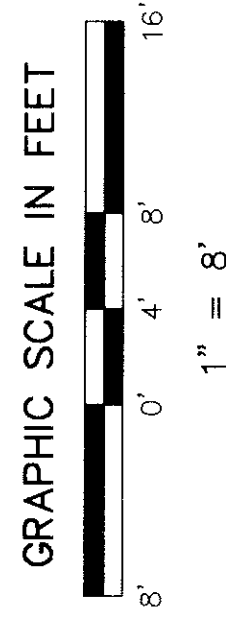
**TYPE 'B' FLOOR PLAN**

APPLIES TO UNITS  
G102, G202, J102, J202, K102 & K202

MIRROR IMAGE APPLIES TO  
G101, G201, J101, J201, K101 & K201

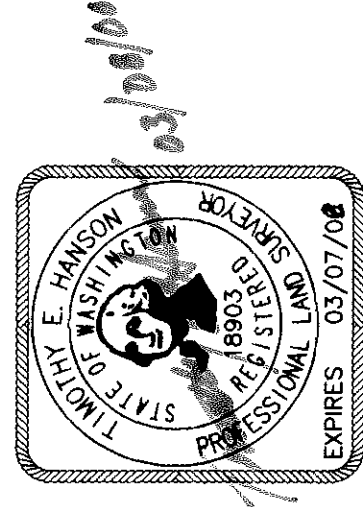
**LEGEND**

F.P. FIREPLACE  
STO. STORAGE



**ELEVATION TABLE**

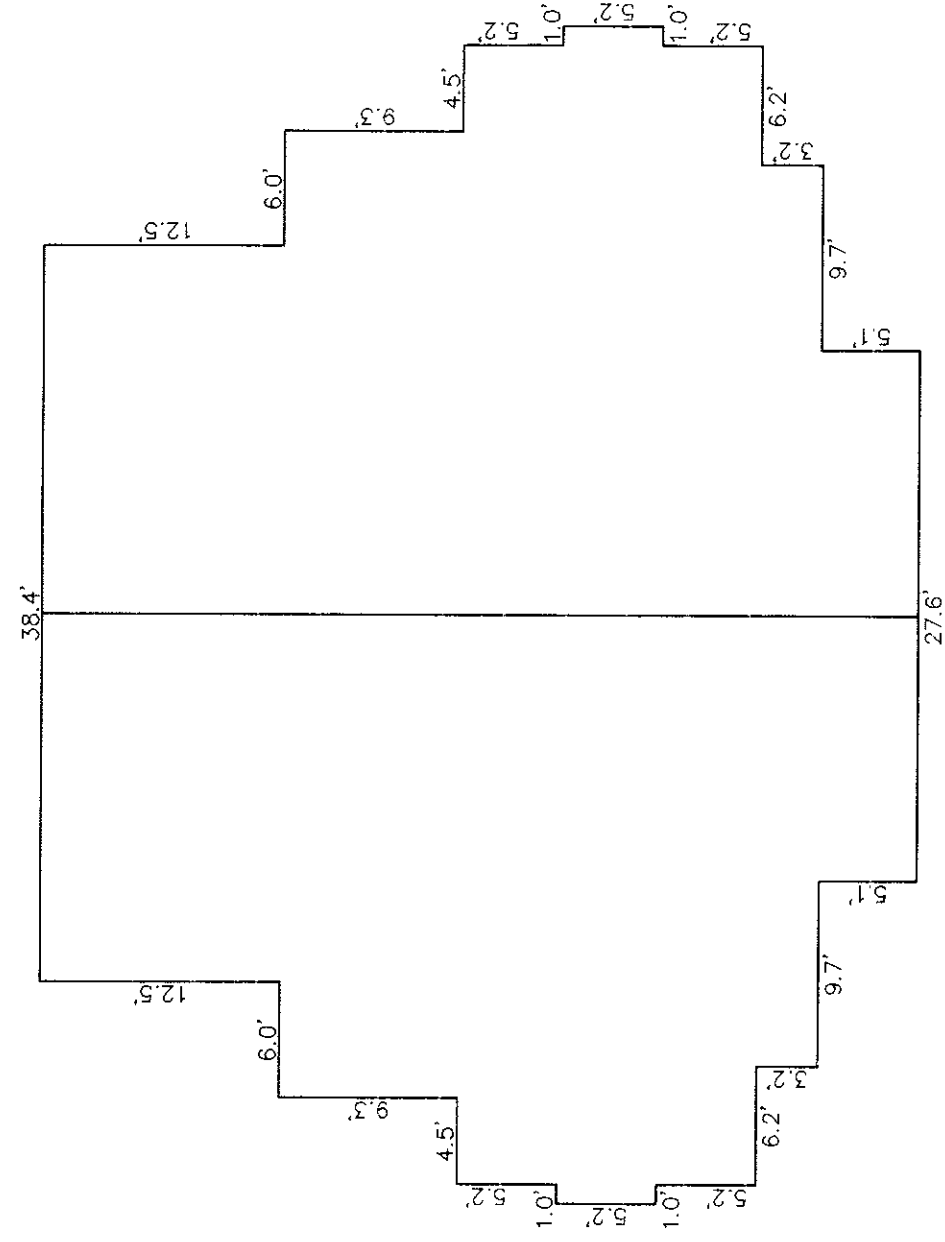
UNIT	FLOOR	FLOOR ELEV.	CEIL. ELEV.	CATH. CEIL. UPPER LOWER
F101	1ST	324.0	333.0	
F102	"	"	"	
F201	2ND	333.8	342.9	344.7 342.9
F202	"	"	"	
G101	1ST	326.3	335.3	
G102	"	"	"	
G201	2ND	336.2	345.3	347.4 345.3
G202	"	"	"	
H101	1ST	329.7	338.7	
H102	"	"	"	
H201	2ND	339.5	348.6	350.4 348.6
H202	"	"	"	
J101	1ST	333.7	342.7	
J102	"	"	"	
J201	2ND	343.5	352.6	354.7 352.6
J202	"	"	"	
K101	1ST	332.1	341.1	
K102	"	"	"	
K201	2ND	342.0	351.1	353.2 351.1
K202	"	"	"	
M101	1ST	338.3	347.3	
M102	"	"	"	
M201	2ND	348.2	357.3	359.1 357.3
M202	"	"	"	



162 65

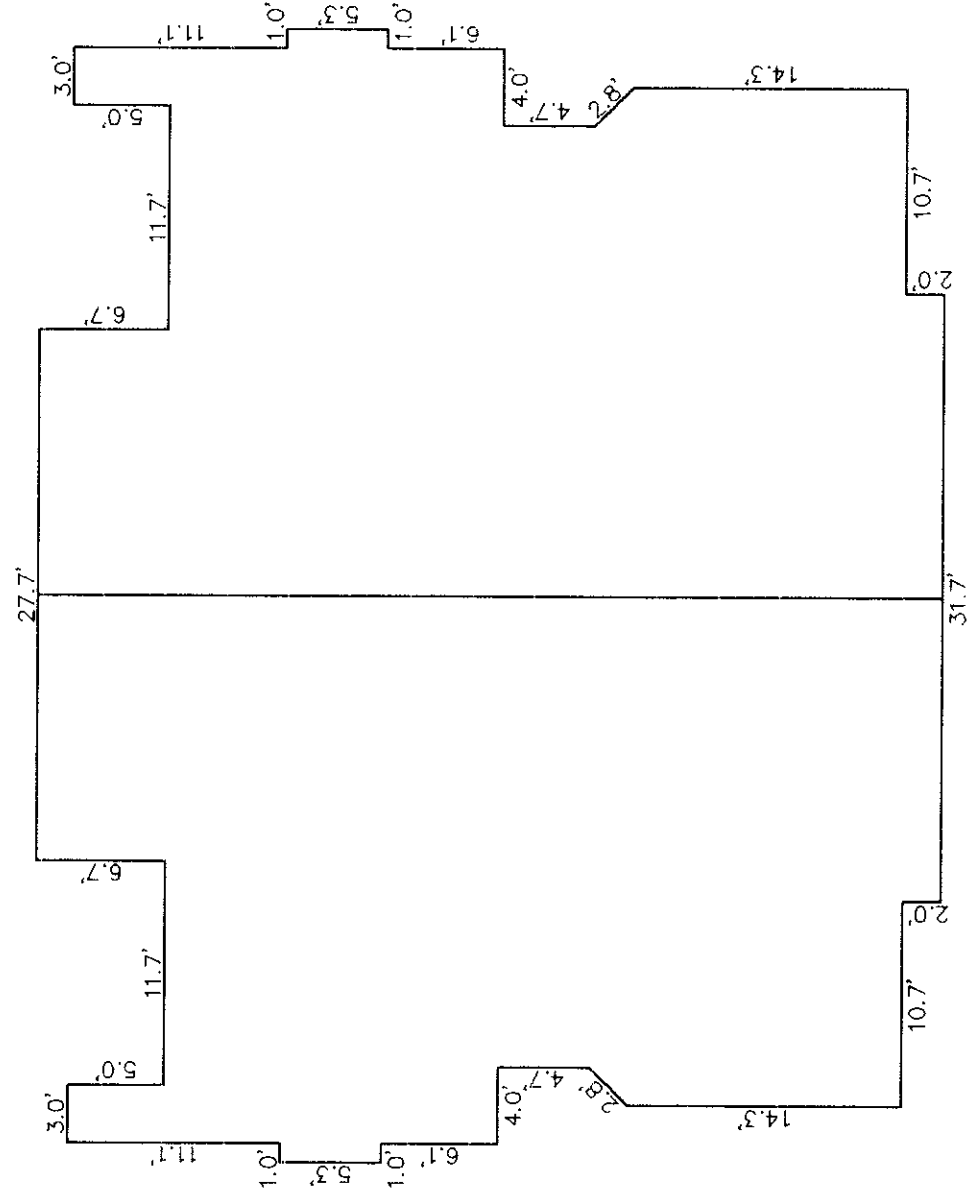
# STEEPLE CHASE HILL A CONDOMINIUM - PHASE II

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON



**BUILDING PLAN - TYPE 1**

APPLIES TO BUILDINGS F, H & M

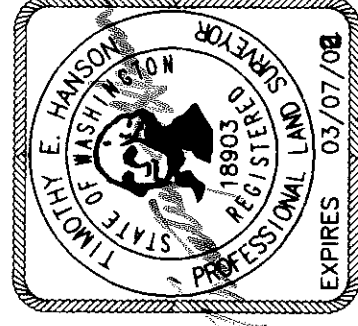


**BUILDING PLAN - TYPE 2**

APPLIES TO BUILDINGS G, J & K



**BUILDING FOOTPRINTS**



# STEEPLE CHASE HILL A CONDOMINIUM - PHASE III SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M. CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON

### DEDICATION

WE, THE UNDERSIGNED OWNER OR OWNERS OF THE INTEREST IN THE REAL PROPERTY DESCRIBED HEREIN, HEREBY DECLARE THIS SURVEY MAP AND PLANS AND DEDICATE THE SAME FOR A CONDOMINIUM SOCIETY TO MEET THE REQUIREMENTS OF THE WASHINGTON CONDOMINIUM ACT, RCW 64.34, ET SEQ., AND NOT FOR ANY PUBLIC PURPOSES.

WE FURTHER CERTIFY THAT ALL STRUCTURAL COMPONENTS AND MECHANICAL SYSTEMS OF ALL BUILDINGS CONTAINING OR COMPRISING ANY UNITS HEREBY CREATED WITHIN PHASE III ARE SUBSTANTIALLY COMPLETED.

THIS SURVEY MAP AND THESE PLANS AND ANY PORTION THEREOF ARE RETURNED AND NOT RECORDED UNDER KING COUNTY RECORDING NOS. ~~20000720000337~~

STEEPLE CHASE HILL, L.L.C., A  
WASHINGTON LIMITED LIABILITY COMPANY

BY: *Charlie*  
DAILY HOMES, INC., A WASHINGTON  
CORPORATION,  
ITS  
MANAGER

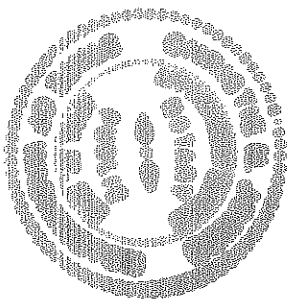
BY: *Charlie Spang*  
ITS  
VICE PRESIDENT

### ACKNOWLEDGMENT

STATE OF WASHINGTON,  
COUNTY OF KING

I CERTIFY THAT I KNOW OR HAVE SATISFACTORY EVIDENCE THAT *Charlie* ~~Charles~~ *Spang* IS THE PERSON WHO APPEARED BEFORE ME, AND SAID PERSON ACKNOWLEDGED THAT HE SIGNED THIS INSTRUMENT, ON DATED SAIDED THAT HE IS THE MANAGER OF DAILY HOMES, INC., A WASHINGTON CORPORATION, AS THE VICE PRESIDENT OF DAILY HOMES, INC. A WASHINGTON CORPORATION, MANAGER OF STEEPLE CHASE HILL, L.L.C., A WASHINGTON LIMITED LIABILITY COMPANY, TO BE THE FREE AND VOLUNTARY ACT OF SUCH PARTY FOR THE USES AND PURPOSES MENTIONED IN THE INSTRUMENT.  
DATED THIS 18<sup>th</sup> DAY OF July, 2000

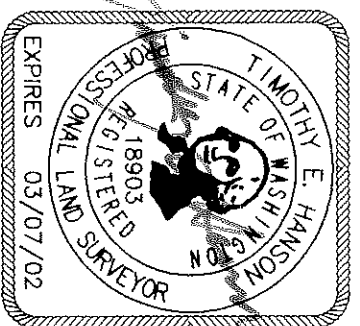
PRINTED NAME: *Charlie Spang*  
NOTARY PUBLIC IN AND FOR THE  
STATE OF WASHINGTON,  
RESIDING AT Renton  
EXPIRATION DATE 1/21/2008



### SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS SURVEY MAP AND PLANS OF STEEPLE CHASE HILL, PHASE III, A CONDOMINIUM, IS BASED UPON AN ACTUAL SURVEY OF THE PROPERTY DESCRIBED HEREIN; THAT THE COURSES AND BEARINGS ARE SHOWN CORRECTLY HEREIN; THAT ALL INFORMATION REQUIRED BY RCW 64.34.232 IS SUPPLIED HEREIN; AND THAT ALL HORIZONTAL AND VERTICAL BOUNDARIES OF THE UNITS ARE SUBSTANTIALLY COMPLETED IN ACCORDANCE WITH SAID PLANS.

*Timothy E. Hanson*  
TIMOTHY E. HANSON  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 18903  
DATE 07/18/00



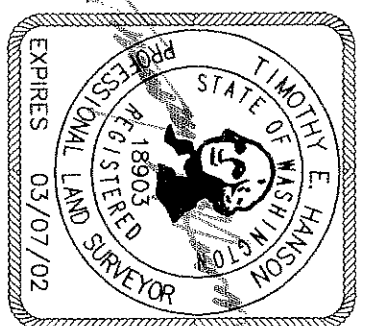
- #### NOTES
- 1. THE UNITS SHOWN HEREON ARE LIMITED TO THE AREA THOSE PORTIONS OF THE UNITS SHOWN HEREON WHICH INCLUDE THE FINISHING, WALLBOARD, PLASTERBOARD, PLASTER, PANELING, TILES, WALLPAPER, PAINT, FINISHED FLOORING, AND ANY OTHER MATERIALS CONSTITUTING ANY PART OF THE FINISHED SURFACES THEREOF.
  - 2. THE APPROXIMATE THICKNESS OF CERTAIN PERIMETER WALLS OF CERTAIN UNITS SHOWN ON THESE PLANS IS ONLY ILLUSTRATIVE OF THE WALL THICKNESS AT THE LOCATION SHOWN AND IS NOT CERTIFIED AS THE THICKNESS OF ALL PORTIONS OF ALL PERIMETER WALLS OF ALL UNITS.
  - 3. ALL LAND IS SUBJECT TO DEVELOPMENT RIGHTS SET FORTH IN THE DECLARATION.
  - 4. THE DIMENSIONS OF THE UNITS SHOWN HEREON ARE IN FEET AND TENTHS OF A FOOT AND ARE IN ACCORDANCE WITH ASBUILT MEASUREMENTS BASED ON MEAN VALUES.
  - 5. ALL DECKS, PATIOS, PARKING STALLS, GARAGES, GARAGES, AND STORAGE ARE SHOWN ON THESE PLANS TO BE ASSIGNED PER THE DECLARATION.
  - 6. THE SURVEY WAS ACCOMPLISHED BY FIELD TRAVERSE METHOD THROUGH THE MONUMENTS SHOWN, UTILIZING A 05" TOTAL STATION THEODOLITE (LEICA TOT1105).
  - 7. THE SURVEY MEETS OR EXCEEDS THE ACCURACY REQUIREMENTS OF WAC 332-130-090.
  - 8. ELEVATIONS ARE BASED ON CITY OF RENTON VERTICAL DATUM AND ARE SHOWN IN FEET AND TENTHS OF A FOOT.
  - 10. REFERENCE UNRECORDED SURVEY PREPARED BY TRIAD ASSOCIATES, INC., KIRKLAND, WASHINGTON, THEIR JOB NO. 96-358.

### SURVEYOR'S VERIFICATION

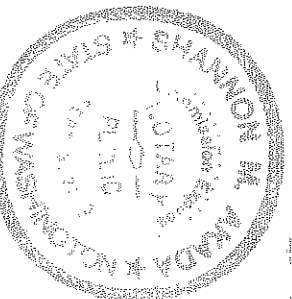
STATE OF WASHINGTON,  
COUNTY OF KING

TIMOTHY E. HANSON, BEING FIRST ON OATH DULY SWORN, STATES THAT HE IS THE PROFESSIONAL LAND SURVEYOR SIGNING THE ABOVE CERTIFICATE, AND THAT HE BELIEVES THE ABOVE CERTIFICATE TO BE A TRUE STATEMENT.

*Timothy E. Hanson*  
TIMOTHY E. HANSON  
PROFESSIONAL LAND SURVEYOR  
CERTIFICATE NO. 18903



SUBSCRIBED AND SWORN TO BEFORE ME THIS 18<sup>th</sup> DAY OF July, 2000  
*Sharon M. Crabb*  
NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON,  
RESIDING AT SEA TACLE  
EXPIRATION DATE 9-3-2000

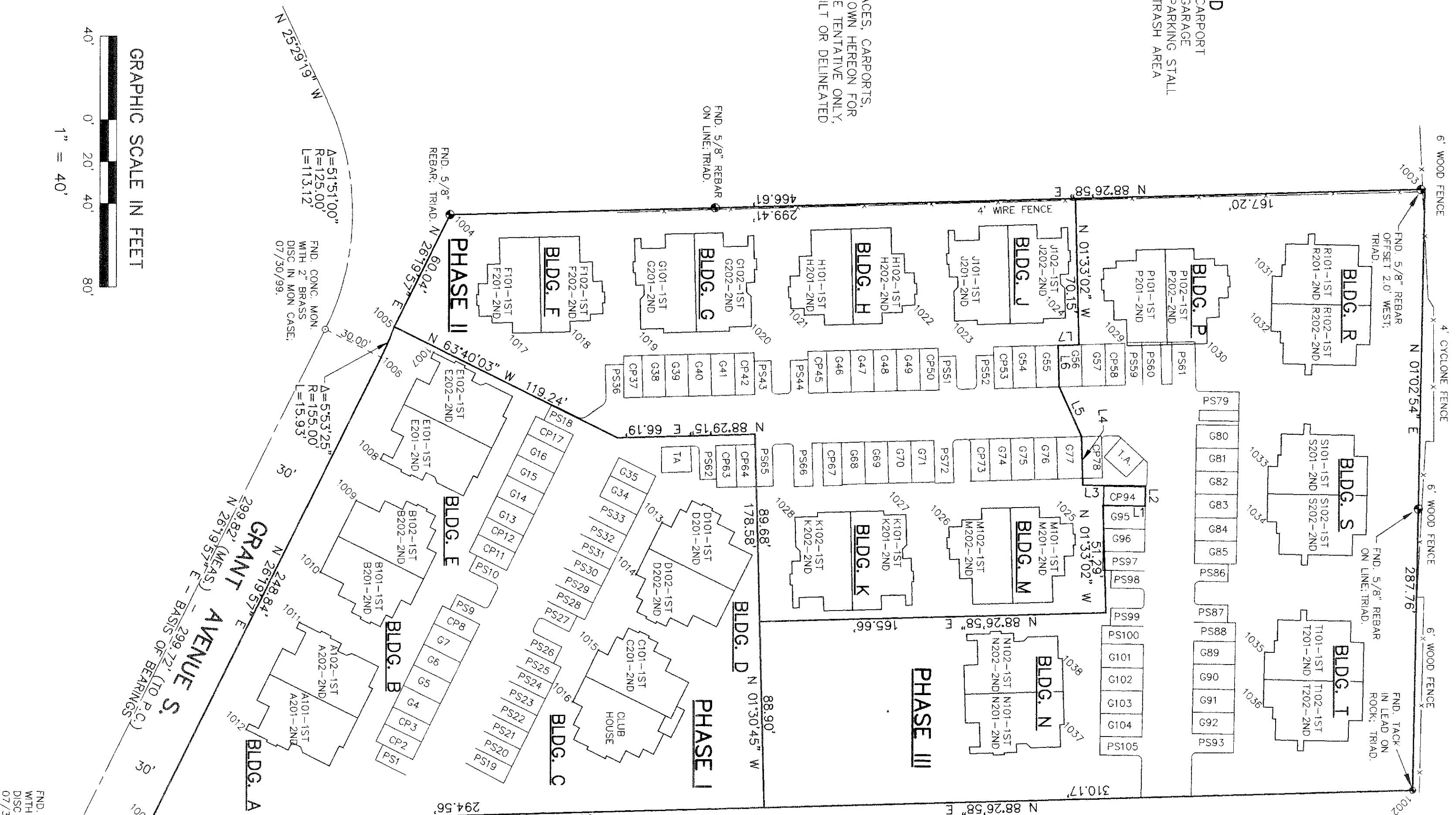


**TIM HANSON AND ASSOCIATES, INC.**  
6025 - 108th AVENUE N.E. KIRKLAND, WA 98033  
(425) 822-7271

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE III

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON

**LEGEND**  
 C.P. CARPORT  
 G GARAGE  
 P.S. PARKING STALL  
 T.A. TRASH AREA



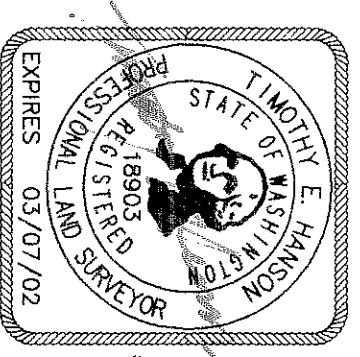
**NOTE:**  
 THE PARKING SPACES, CARPORTS, AND GARAGES SHOWN HEREON FOR PHASE III ARE TENTATIVE ONLY, AND MUST BE BUILT OR DELINEATED IN THE FUTURE.

LINE	LENGTH	BEARING
L1	20.05	S89°17'55"E
L2	9.58	N00°36'28"E
L3	30.01	N89°15'40"W
L4	23.15	S01°26'38"E
L5	26.11	N24°29'18"W
L6	19.96	N01°28'41"W
L7	10.00	N89°31'19"E

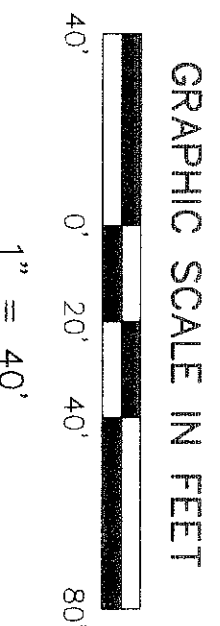
**BUILDING AND PROPERTY CORNER COORDINATES\***

POINT	NORTH	EAST
1001	5032.29	5049.46
1002	5049.46	5053.97
1003	5053.97	5058.48
1004	5058.48	5062.99
1005	5062.99	5067.50
1006	5067.50	5072.01
1007	5072.01	5076.52
1008	5076.52	5081.03
1009	5081.03	5085.54
1010	5085.54	5090.05
1011	5090.05	5094.56
1012	5094.56	5099.07
1013	5099.07	5103.58
1014	5103.58	5108.09
1015	5108.09	5112.60
1016	5112.60	5117.11
1017	5117.11	5121.62
1018	5121.62	5126.13
1019	5126.13	5130.64
1020	5130.64	5135.15
1021	5135.15	5139.66
1022	5139.66	5144.17
1023	5144.17	5148.68
1024	5148.68	5153.19
1025	5153.19	5157.70
1026	5157.70	5162.21
1027	5162.21	5166.72
1028	5166.72	5171.23
1029	5171.23	5175.74
1030	5175.74	5180.25
1031	5180.25	5184.76
1032	5184.76	5189.27
1033	5189.27	5193.78
1034	5193.78	5198.29
1035	5198.29	5202.80
1036	5202.80	5207.31
1037	5207.31	5211.82
1038	5211.82	5216.33

\* ASSUMED COORDINATE SYSTEM

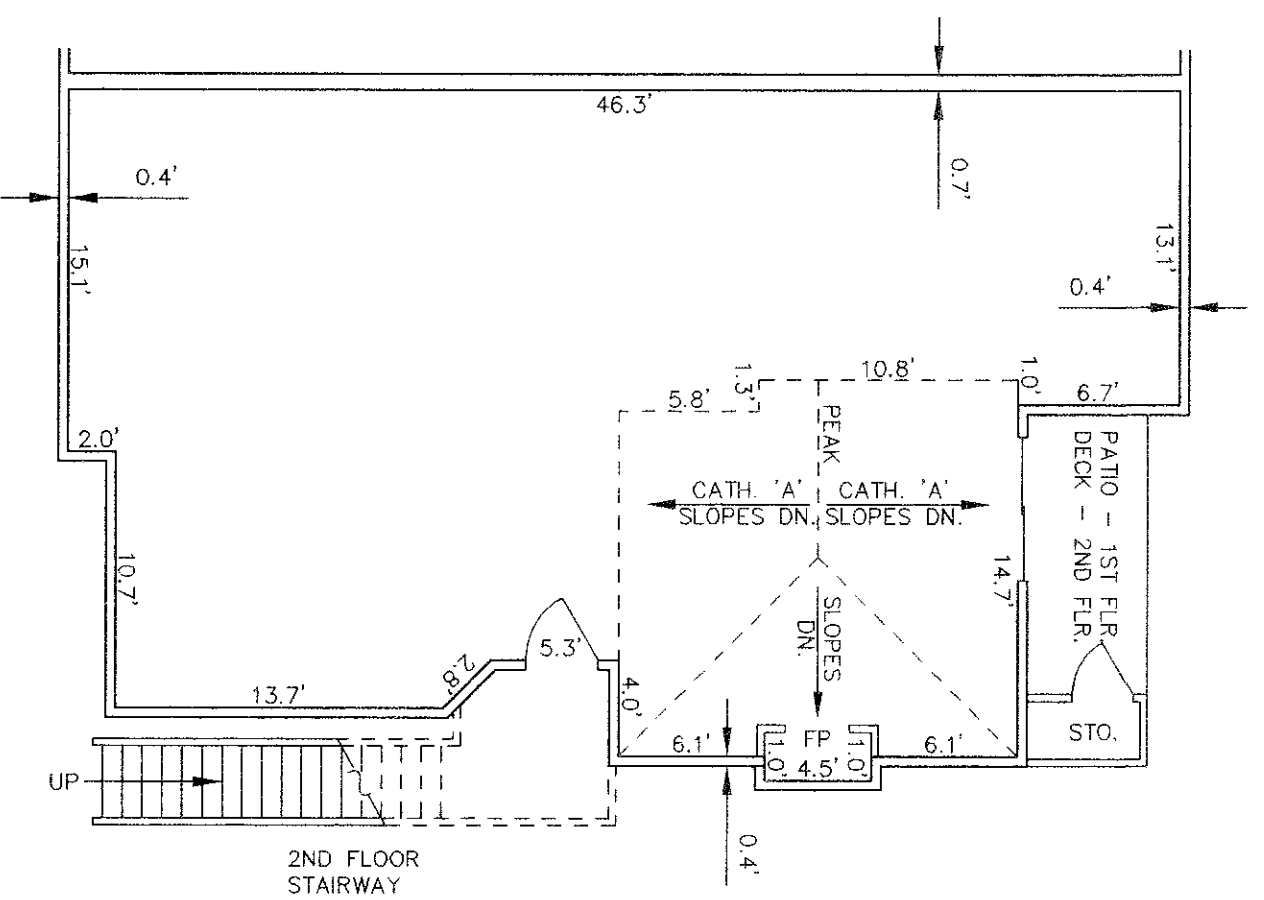


**BENCHMARK**  
 TOP OF MON. IN CASE  
 ELEV. = 317.59  
 DATUM - CITY OF RENTON  
 07/30/95



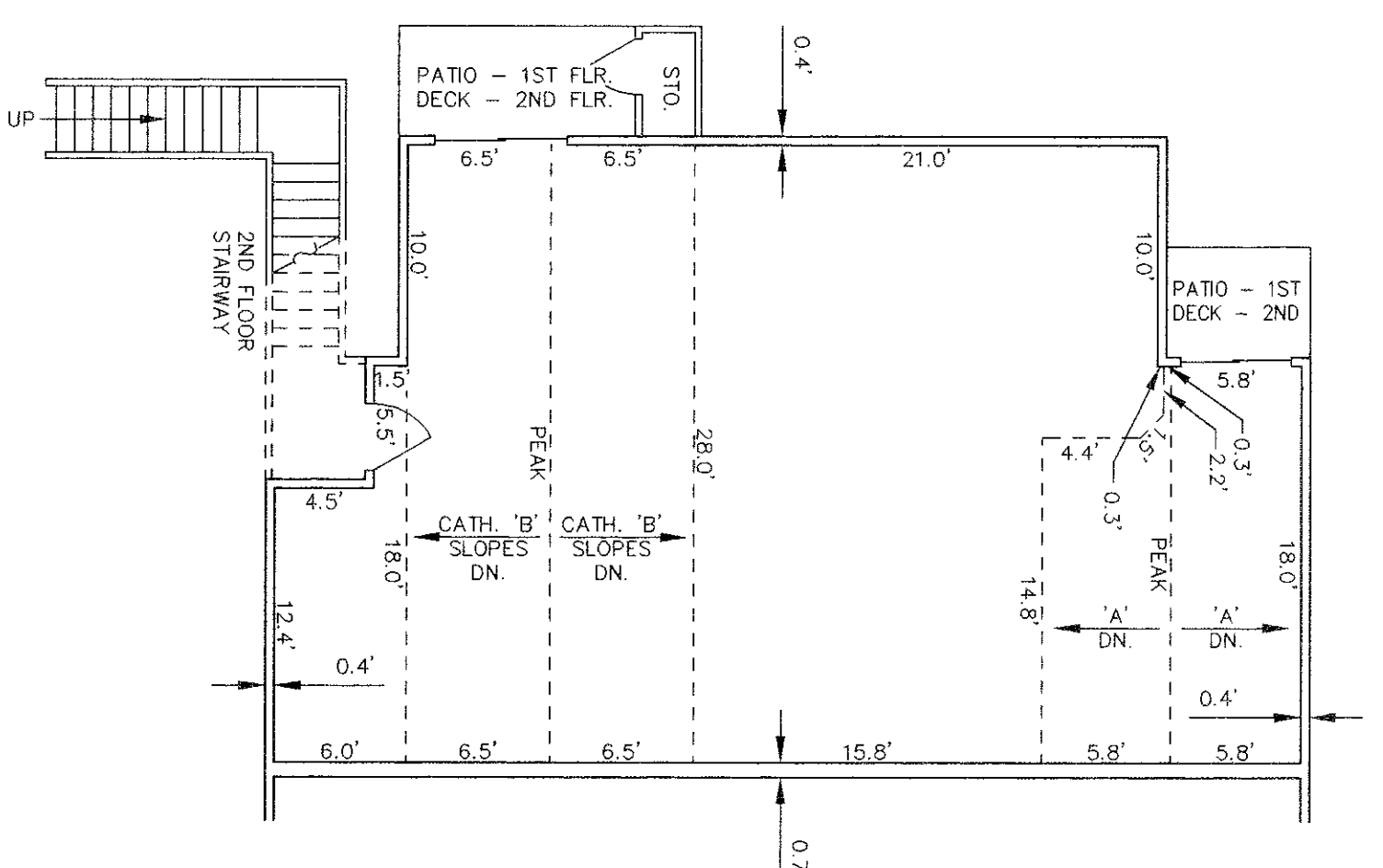
# SHEPPIE CHASSE HILL A CONDOMINIUM - PHASE III

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON      COUNTY OF KING      STATE OF WASHINGTON



**TYPE 'B' FLOOR PLAN**

APPLIES TO UNITS  
N102 & N 202  
MIRROR IMAGE APPLIES TO  
N101 & N201



**TYPE 'C' FLOOR PLAN**

APPLIES TO UNITS  
R101, R201, S101, S201, T101 & T201  
MIRROR IMAGE APPLIES TO  
R102, R202, S102, S202, T102 & T202

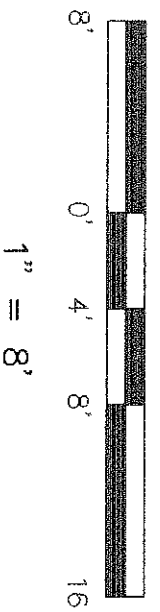
**ELEVATION TABLE**

UNIT	FLOOR	FLOOR ELEV.	CELL. ELEV.	CATH. CELL. 'A' UPPER LOWER	CATH. CELL. 'B' UPPER LOWER
N101	1ST	347.7	356.7		
N102	2ND	357.6	366.6	368.2	366.6
N201	"	"	"	"	"
N202	2ND	357.6	366.6	368.2	366.6
R101	1ST	343.2	352.2		
R102	2ND	353.0	362.0	363.6	363.6
R201	"	"	"	"	"
R202	2ND	353.0	362.0	363.6	363.6
S101	1ST	342.8	351.8		
S102	2ND	352.7	361.7	363.3	363.3
S201	"	"	"	"	"
S202	2ND	352.7	361.7	363.3	363.3
T101	1ST	347.7	356.7		
T102	2ND	357.6	366.6	368.2	366.6
T201	"	"	"	"	"
T202	2ND	357.6	366.6	368.2	366.6

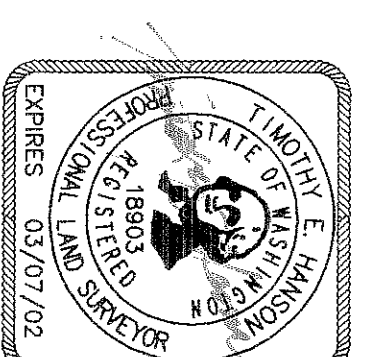
**LEGEND**

F.P. FIREPLACE  
STO. STORAGE

**GRAPHIC SCALE IN FEET**



**TRM HANSON AND ASSOCIATES, INC.**  
6025 - 108th AVENUE N.E.    KIRKLAND, WA 98033  
(425) 822-7271

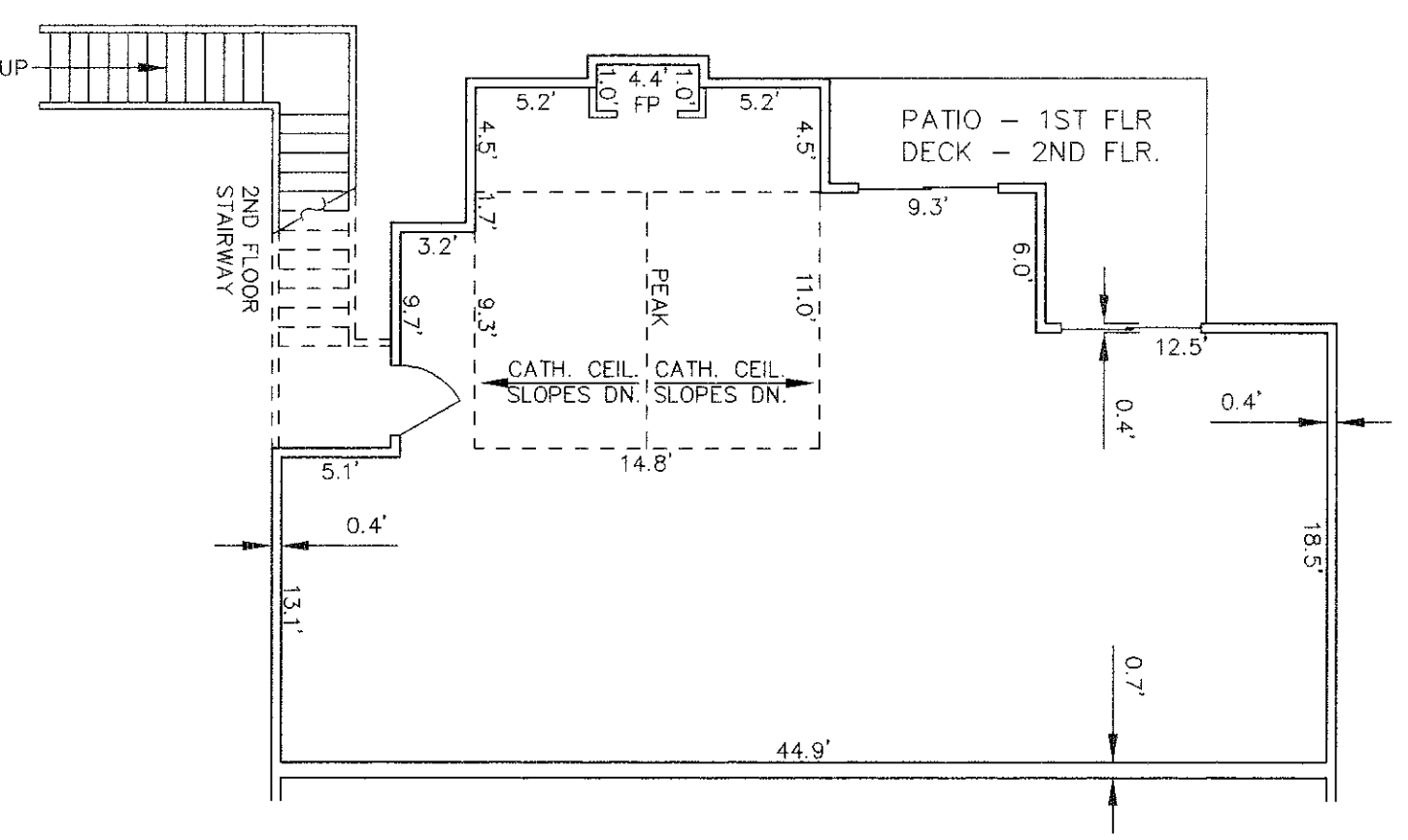


07/18/00

166/29

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE III

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON      COUNTY OF KING      STATE OF WASHINGTON

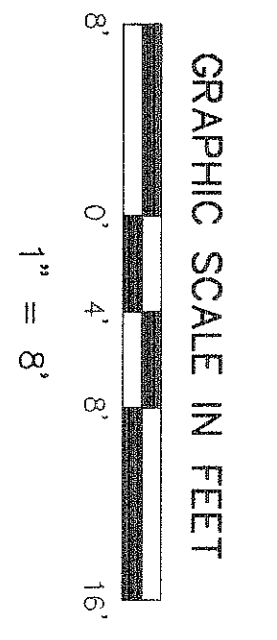


**TYPE 'A' FLOOR PLAN**

APPLIES TO UNITS  
P101 & P201

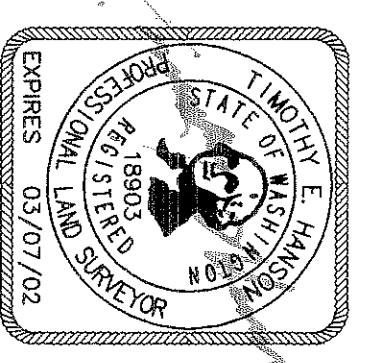
MIRROR IMAGE APPLIES TO  
P102 & P202

**LEGEND**  
F.P. FIREPLACE  
STO. STORAGE



**ELEVATION TABLE**

UNIT	FLOOR	FLOOR ELEV.	CELL. ELEV.	CATH. CEIL. UPPER	CATH. CEIL. LOWER
P101	1ST	338.7	347.7		
P102	"				
P201	2ND	348.5	357.5	359.4	357.7
P202	"				



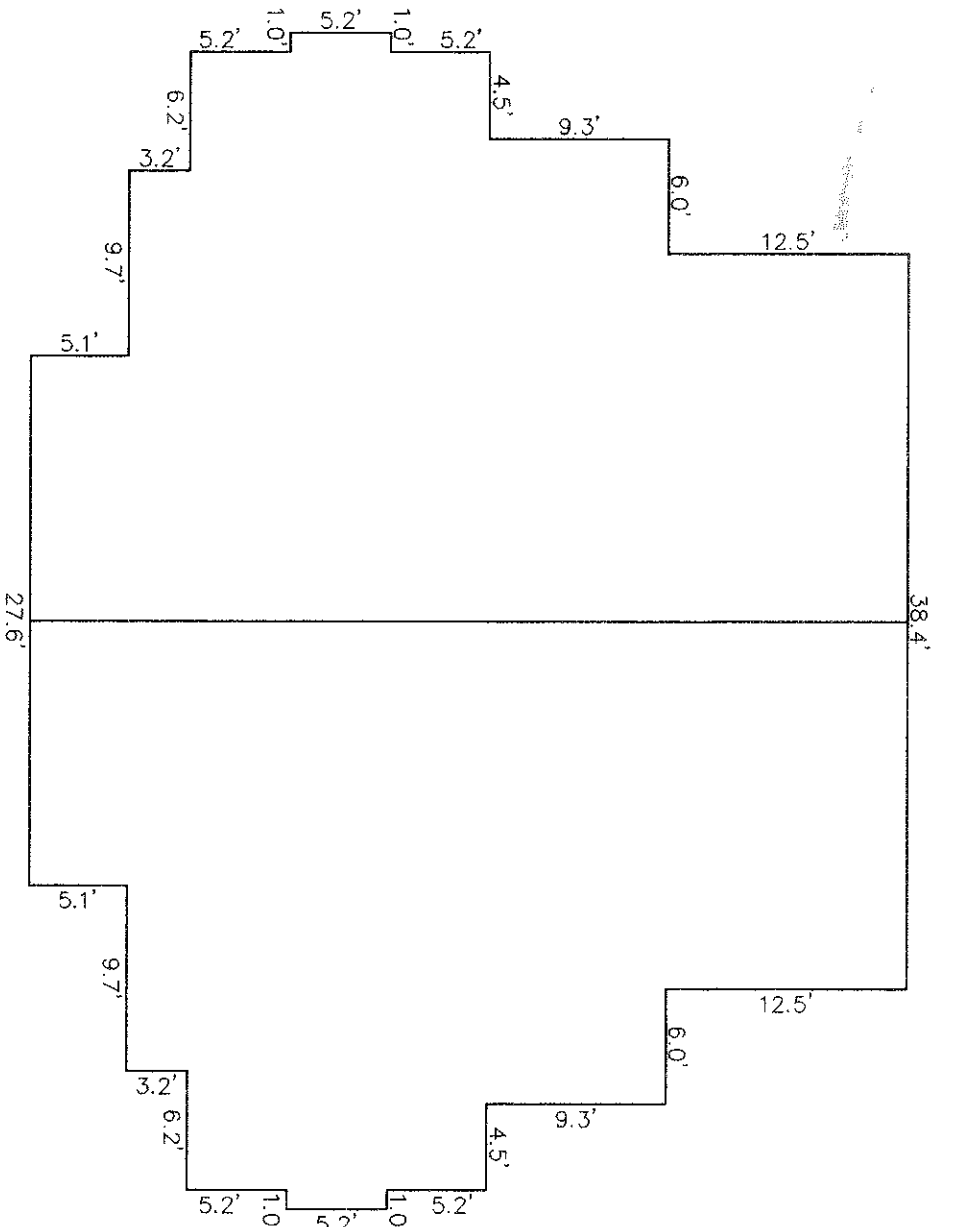
**PTM HANSON AND ASSOCIATES, INC.**  
6025 - 108th AVENUE N.E.      KIRKLAND, WA 98033  
(425) 822-7271

PROJECT NO. 99026

SHEET 4 OF 5

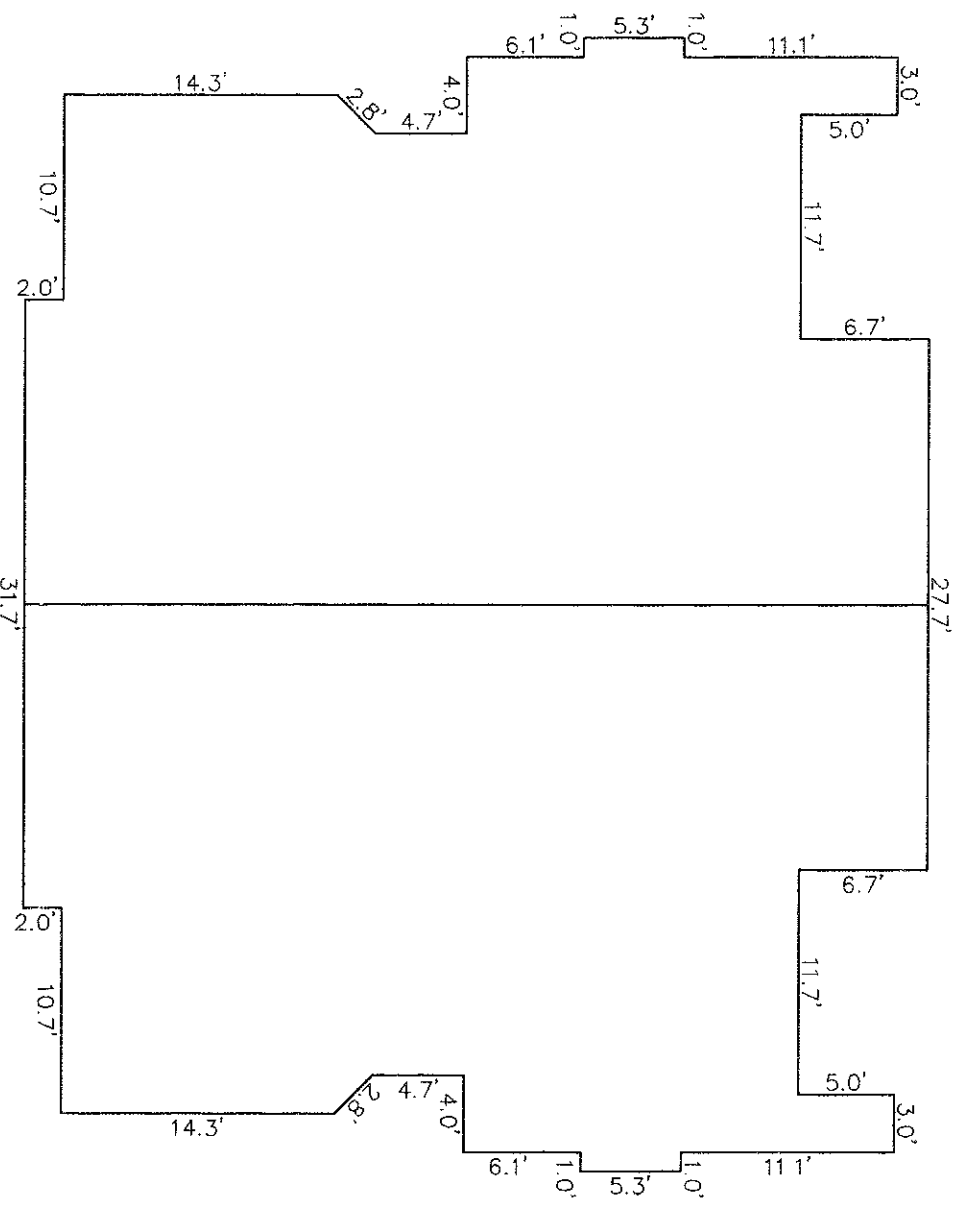
# STEEPLE CHASE HILL A CONDOMINIUM - PHASE II

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON      COUNTY OF KING      STATE OF WASHINGTON



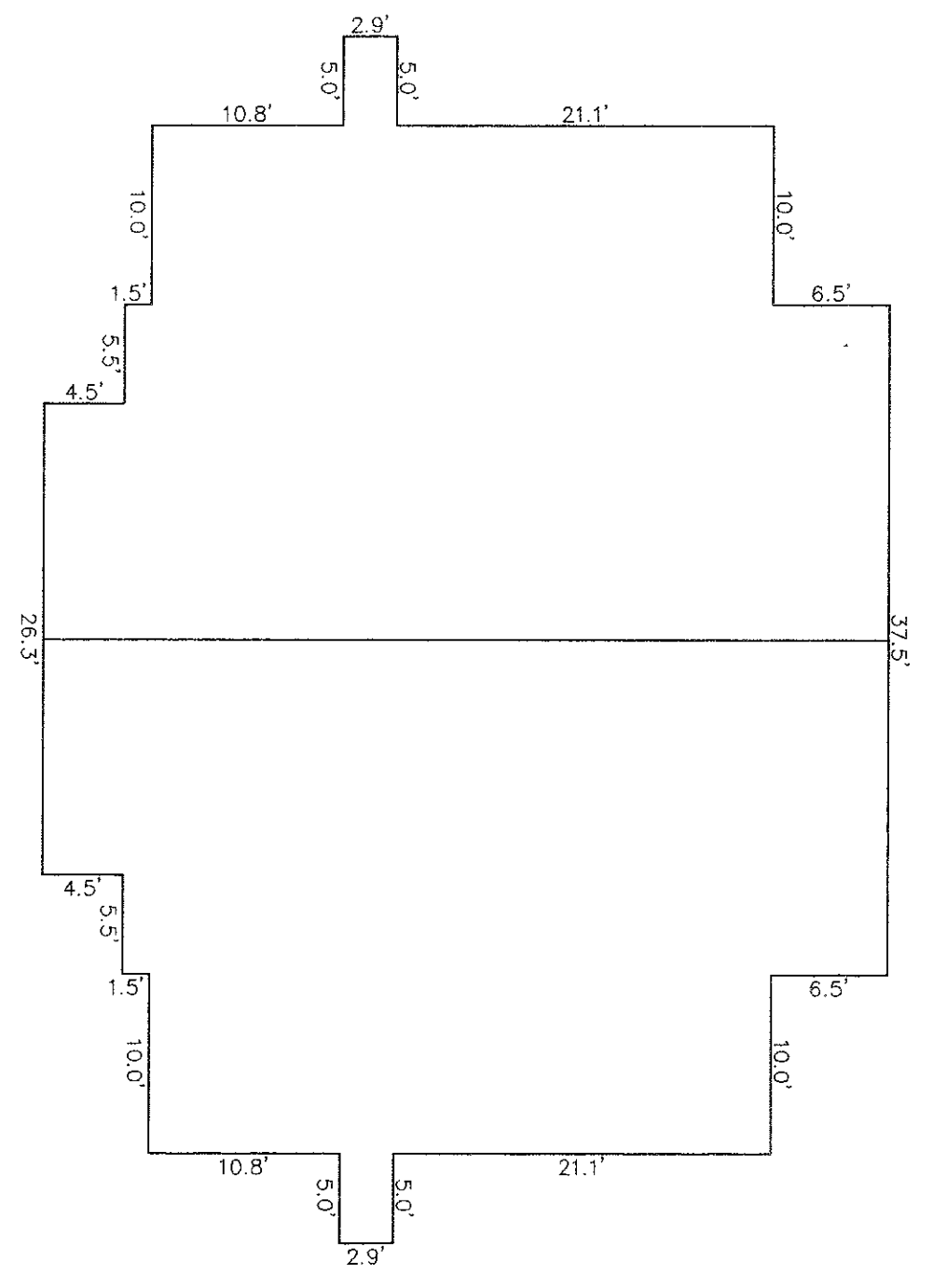
**BUILDING PLAN - TYPE 1**

APPLIES TO BUILDING P



**BUILDING PLAN - TYPE 2**

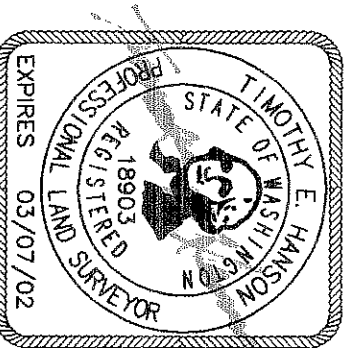
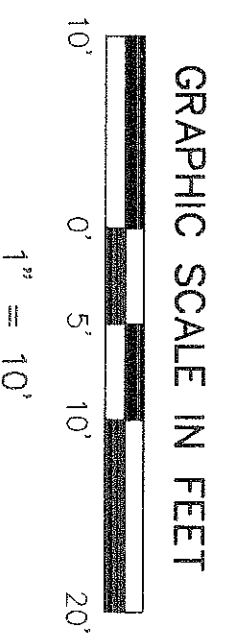
APPLIES TO BUILDING N



**BUILDING PLAN - TYPE 3**

APPLIES TO BUILDINGS R, S & T

**BUILDING FOOTPRINTS**



**TIM HANSON AND ASSOCIATES, INC.**  
6025 - 108th AVENUE N.E.      KIRKLAND, WA 98033  
(425) 822-7271



# STEEPLE CHASE HILL A CONDOMINIUM - PHASE I

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON  
COUNTY OF KING  
STATE OF WASHINGTON

## AFFIDAVIT OF CORRECTION



**LEGEND**

- C.P. CORNER
- G. GARAGE
- P.S. PARKING STALL
- T.A. TRASH AREA

**BUILDING AND PROPERTY CORNER COORDINATES \***

10001	5049.76
10002	5049.76
10003	5049.23
10004	5049.23
10005	5049.76
10006	5049.76
10007	5049.23
10008	5049.23
10009	5049.76
10010	5049.76
10011	5049.23
10012	5049.23
10013	5049.76
10014	5049.76
10015	5049.23
10016	5049.23

\* ASSUMED COORDINATE SYSTEM



**PURPOSE OF AFFIDAVIT OF CORRECTION**

1. REMOVE THE NOTE "THE PARKING SPACES, GARAGES AND GARAGES SHOWN HEREON ARE TENTATIVE ONLY, AND WILL BE SUBJECT TO THE FUTURE AND FINAL ACTION OF THE CITY OF RENTON."

2. REMOVE PARKING STALL NO. 26.

THE ORIGINAL SURVEY MAP AND PLANS WERE RECORDED IN KING COUNTY RECORDS AND PLANS UNDER RECORD NO. 132529/REC02407.

**SURVEYOR'S CERTIFICATE**

THE SURVEY WAS MADE BY ME OR UNDER MY DIRECTION IN CONFORMANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AT THE REQUEST OF THE PROPERTY OWNER.



**DEPARTMENT OF ASSESSMENTS**

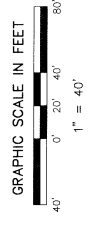
PLANNED AND APPROVED THIS 22<sup>ND</sup> DAY OF JANUARY, 2001.

Bob Bence  
ASSESSOR

**RECORDER'S CERTIFICATE**

FILED FOR RECORD AT THE REQUEST OF STEEPLE CHASE HILL, L.L.C. THIS 23<sup>RD</sup> DAY OF JANUARY, 2001 AT 11:51 AM AND RECORDED IN VOLUME 171 OF CONDOMINIUMS, PAGES 069 - 071 RECORDS OF KING COUNTY, WASHINGTON DIVISION OF RECORDS AND ELECTING

Bob Bence  
SUPERINTENDENT OF RECORDS



BENCHMARK  
TOP OF MON. IN CASE  
WITH 3/4" BRASS  
DATUM - CITY OF RENTON  
07/21/99

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE II

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON  
COUNTY OF KING  
STATE OF WASHINGTON

## AFFIDAVIT OF CORRECTION

**PURPOSE OF AFFIDAVIT OF CORRECTION**  
THE PURPOSE OF THIS AFFIDAVIT OF CORRECTION IS TO CORRECT THE SURVEY MAP AND PLANS FOR PHASE II AND GARAGES SHOWN HEREON FOR PHASE II ARE TENTATIVE ONLY, AND MUST BE BUILT OR DELINEATED IN THE FUTURE.  
THE ORIGINAL SURVEY MAP AND PLANS WERE RECORDED IN BOOK 142 OF CONDOMINIUMS, PAGES 625-644, COUNTY RECORDING NO. 20020317202637N.

**SURVEYOR'S CERTIFICATE**

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT AT THE TIME THE ORIGINAL SURVEY MAP AND PLANS WERE RECORDED IN BOOK 142 OF CONDOMINIUMS, PAGES 625-644, COUNTY RECORDING NO. 20020317202637N.



**DEPARTMENT OF ASSESSMENTS**

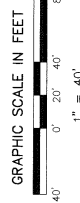
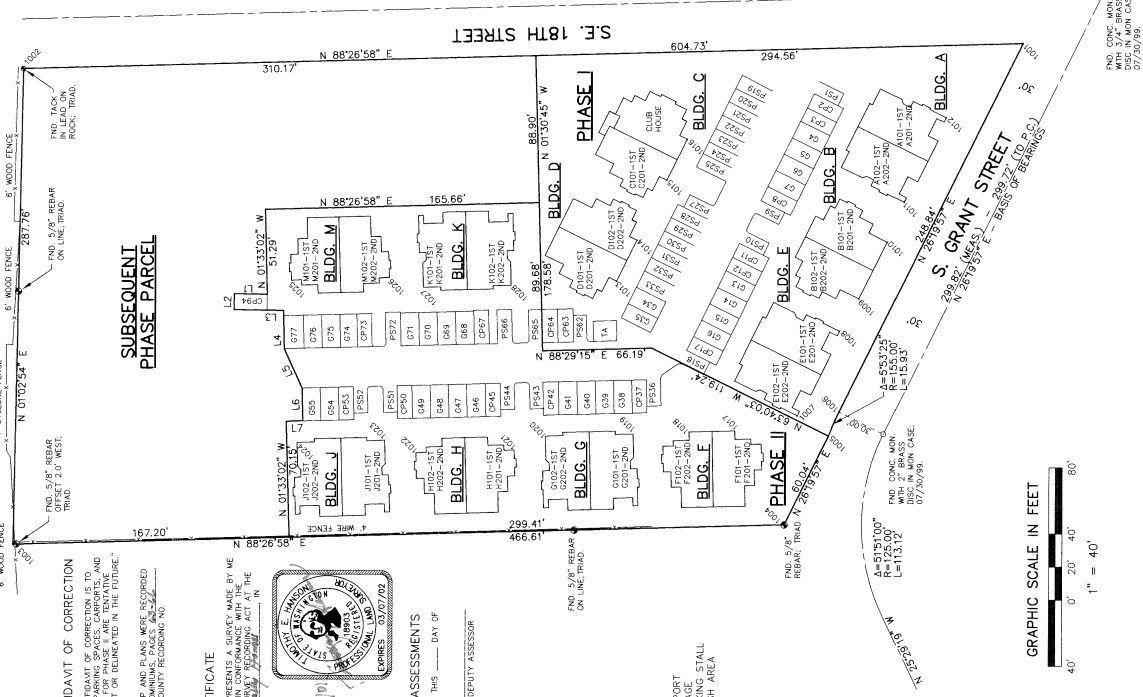
EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002.  
ASSESSOR \_\_\_\_\_ DEPUTY ASSESSOR \_\_\_\_\_

LINE	LENGTH	BEARING
L.1	9.58	S89°15'23"E
L.2	9.58	N00°15'42"E
L.3	30.01	N89°15'42"W
L.4	23.15	S01°26'38"E
L.5	26.11	N24°28'18"W
L.6	19.95	N07°25'14"W
L.7	10.00	N85°31'E

**BUILDING AND PROPERTY CORNER COORDINATES**

POINT	NORTH	EAST
1000	5048.66	5653.97
1001	5235.74	6092.25
1002	5289.93	6466.16
1003	5287.74	6888.07
1004	5196.85	7448.14
1005	5152.60	8131.07
1006	5077.20	8992.77
1007	5101.68	9824.39
1008	5090.45	10623.18
1009	5297.07	11278.44
1010	5289.99	12044.30
1011	5278.90	12846.16
1012	5271.11	13644.45
1013	5274.53	14497.49
1014	5174.83	15341.04
1015	5176.17	16184.40

\*ASSUMED COORDINATE SYSTEM



BENCHMARK  
TOP OF MONUMENT CASE  
ELEVATION = 377.59  
DATUM = CITY OF RENTON  
07/20/98

# STEEPLE CHASE HILL A CONDOMINIUM - PHASE III

SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M.  
CITY OF RENTON COUNTY OF KING STATE OF WASHINGTON

## AFFIDAVIT OF CORRECTION

**PURPOSE OF AFFIDAVIT OF CORRECTION**  
THE PURPOSE OF THIS AFFIDAVIT OF CORRECTION IS TO MAKE THE NOTE THE PARKING SPACES, CARPORTS, AND TRASH AREAS SHOWN ON THIS SURVEY MAP CORRECT ONLY, AND MUST BE BUILT OR Delineated IN THE FUTURE.

THE ORIGINAL SURVEY MAP AND PLANS WERE RECORDED IN BOOK 100 OF CONDOMINIUMS, PAGES 264-269 OF THE COUNTY RECORDING NO. 20020203877

### SURVEYOR'S CERTIFICATE

THIS MAP CORRECTLY REPRESENTS A SURVEY MADE BY ME IN ACCORDANCE WITH THE REQUIREMENTS OF THE SURVEYING ACT IN THE COUNTY OF KING, WASHINGTON, ON 07/30/02 IN THE YEAR 2002.



### DEPARTMENT OF ASSESSMENTS

EXAMINED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2002, BY \_\_\_\_\_ ASSESSOR  
DEPUTY ASSESSOR

LINE	LENGTH	BEARING
L1	9.53	S89°17'24"E
L2	30.01	N89°15'40"W
L3	23.15	S01°26'35"E
L4	28.11	N24°2'18"W
L5	19.95	N02°28'41"W
L6	10.00	N88°31'11"E

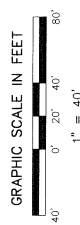
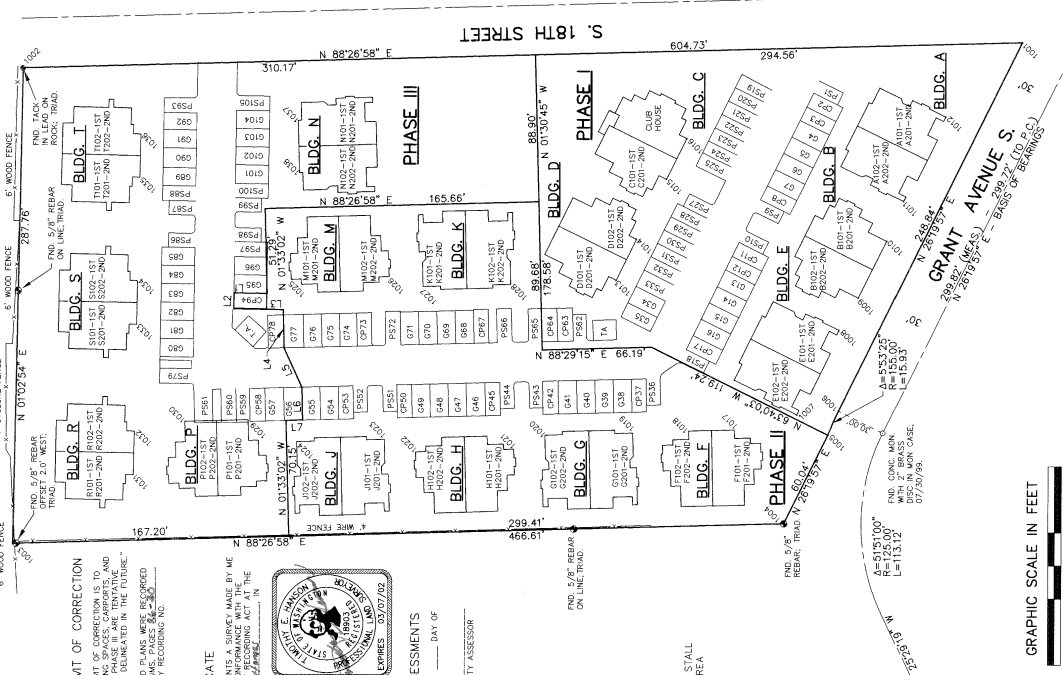
### BUILDING AND PROPERTY CORNER COORDINATES \*

POINT	NORTH	EAST
1001	5048.86	9543.97
1002	5048.86	9543.97
1003	5235.74	9597.25
1004	5235.74	9597.25
1005	5289.83	9466.16
1006	5289.83	9466.16
1007	5287.74	9488.07
1008	5196.95	9488.07
1009	5196.95	9488.07
1010	5178.60	9311.02
1011	5178.60	9311.02
1012	5077.20	9099.77
1013	5077.20	9099.77
1014	5101.68	9282.59
1015	5090.85	9254.18
1016	5090.85	9254.18
1017	5297.89	9225.64
1018	5297.89	9225.64
1019	5289.95	9254.35
1020	5278.90	9254.35
1021	5278.90	9254.35
1022	5273.31	9434.45
1023	5273.31	9434.45
1024	5174.33	9487.49
1025	5174.33	9487.49
1026	5174.63	9431.04
1027	5179.17	9354.40
1028	5179.17	9354.40
1029	5282.35	9553.57
1030	5282.35	9553.57
1031	5284.29	9556.44
1032	5284.29	9556.44
1033	5282.64	9584.71
1034	5282.64	9584.71
1035	5114.78	9583.19
1036	5282.64	9584.71
1037	5280.86	9487.28
1038	5117.71	9486.39

\* ASSUMED COORDINATE SYSTEM



BENCHMARK  
IN REAR WALL CASE  
WITH 3/4" BRASS  
ELEVATION = 371.59  
DATUM - CITY OF RENTON  
07/30/02



PROJECT NO. 99026  
TIM HANSON AND ASSOCIATES, INC.  
6025 - 108th Avenue N.E. Kirkland, WA 98033  
(425) 822-7271

WHEN RECORDED RETURN TO:  
MATTHEW B. STRAIGHT  
OSERAN, HAHN, SPRING & WATTS  
850 SKYLINE TOWER  
10900 N.E. FOURTH STREET  
BELLEVUE, WASHINGTON 98004



19991216001597  
PAGE 001 OF 005  
12/16/1999 14:53  
KING COUNTY, WA



## CHICAGO TITLE INSURANCE COMPANY

1999 121 6001597

### DOCUMENT TITLE (s)

- 1 FIRST AMENDMENT TO DECLARATION
- 2
- 3
- 4

Order Number: KINSELLA

REFERENCE NUMBER(S) OF DOCUMENT ASSIGNED OR RELEASED: N/A

Additional reference numbers on page \_\_\_\_ of document

### GRANTOR (s) :

- 1 STEEPLE CHASE HILL L.L.C.
- 2
- 3

Additional names on page \_\_\_\_ of document

CHICAGO TITLE INS. CO  
REF# W-9907012-18

### GRANTEE (s) :

- 1 N/A
- 2
- 3

Additional names on page \_\_\_\_ of document

### ABBREVIATED LEGAL DESCRIPTION:

Lot-Unit: 102 Block: E Volume: 159 Page: 1  
Section: Township: Range: Portion:

Plat Name: STEEPLE CHASE HILL, A CONDOMINIUM

Complete legal description is on page \_\_\_\_ of document

### ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER (s) :

202305-9046

Additional Tax Accounts are on page \_\_\_\_ of document

Note: This cover sheet is prepared to conform to the requirements of Chapter 143, Laws of 1997. Nothing on this sheet alters the names, legal description or other information in the attached document. The only purpose of this cover sheet is to assist the auditor in indexing the document in conformance with statute.

The Recorder will rely on the information provided on this form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

cover/2-5-97/rlm

DEPARTMENT OF ASSESSMENTS  
Examined and approved this  
12 day of December 1999  
by Scott Noble  
Assessor  
Deputy Assessor

**FIRST AMENDMENT TO DECLARATION OF  
STEEPLE CHASE HILL, a Condominium**

THIS FIRST AMENDMENT is made to that certain Declaration for Steeple Chase Hill, a Condominium, recorded under King County Recording #1999091500208. The Survey Map and Plans for Steeple Chase Hill, a Condominium, was recorded under King County Recording #1999091500207. This Amendment is made pursuant to Section 21.1 of the Declaration by the Declarant as Owner of Units to which Sixty-seven Percent (67%) of the votes in the Association are allocated. This Amendment is also made for clarification of assignment of parking spaces:

NOW, THEREFORE, the Declaration is hereby amended as follows:

1. Exhibit B is stricken in its entirety and replaced with the attached new Exhibit B.

EXCEPT AS SET FORTH ABOVE, each and every provision of the Declaration for Steeple Chase Hill, a Condominium, shall remain in full force and effect.

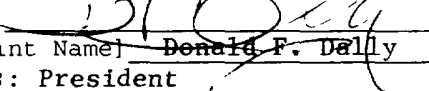
DATED this 13th day of December, 1999.

DECLARANT:

STEEPLE CHASE HILL, L.L.C., a  
Washington limited liability company

By: DALLY HOMES, INC., a Washington  
corporation

Its: Manager

By:   
[Print Name] Donald F. Dally  
Its: President

1999 121 6001597

STATE OF WASHINGTON            )  
  ) ss.  
COUNTY OF KING                )

I certify that I know or have satisfactory evidence that Donald F. Dally is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of DALLY HOMES, INC., a Washington corporation, Manager of STEEPLE CHASE HILL, L.L.C., a Washington limited liability company, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: December 13, 1999.

SEAL/STAMP



Handwritten signature of Christie N. Jones in black ink.

[Print Name:] Christie N. Jones  
NOTARY PUBLIC for the State of Washington  
Residing at Seattle  
My Appointment Expires: April 27, 2002

1999 121 6001597

EXHIBIT B  
DESCRIPTION OF UNITS  
Phase 1

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>PARKING SPACE ASSIGNED</u>
<u>Building A</u>		
A101	B	2
A102	B	3
A201	B	4
A202	B	5
<u>Building B</u>		
B101	A	8
B102	A	11
B201	A	6
B202	A	13
<u>Building C</u>		
C101	A	33
C201	A	7
<u>Building D</u>		
D101	A	64
D102	A	63
D201	A	35
D202	A	34
<u>Building E</u>		
E101	B	12
E102	B	17, 14
E201	B	15
E202	B	16

NOTE 1: Recreational Facilities. There is a Recreation Building attached to Building C.

NOTE 2: Description of Buildings and Floor Plans. There will be a maximum of Sixteen (16) Buildings containing a total of Sixty-two (62) Units in all phases of the Condominium. All of the Buildings are or will be of wood frame construction. None of the Buildings will contain a basement. All Units will have electric heat and a fireplace. Phase 1 contains Buildings A, B, C, D and E. All Units are One (1) story flats. Units which have numbers starting with

1999 121 6001597

the digit "1" are located on the first floor, and Units which have numbers starting with the digit "2" are located on the second floor. The exact location of the Buildings, Units and Parking Spaces in Phase 1 are shown on the Survey Map and Plans.

FLOOR PLAN A: Floor Plan A has Two (2) bedrooms (one of which has a walk-in closet), Two (2) bathrooms, a living/ dining room, and a kitchen. Floor Plan A contains approximately 1,068 square feet.

FLOOR PLAN B: Floor Plan B contains Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan B1 contains approximately 1,153 square feet.

FLOOR PLAN C: Floor Plan C contains Three (3) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,190 square feet.

NOTE 3: Parking. In all Phases, there will be a maximum of One Hundred-five (105) parking spaces, Forty-six (46) of which are garage spaces, Nineteen (19) of which are carport parking spaces and Forty (40) of which are uncovered parking spaces. In Phase 1, there are a total of Ten (10) garage parking spaces, Nine (9) carport parking spaces and Nineteen (19) uncovered parking spaces. All of the garage and uncovered parking spaces in Phase 1 are shown on the Survey Map and Plans. Each Unit will be assigned at least One (1) garage or carport parking space. Declarant may assign more than One (1) parking space to a Unit. All parking assignments shall be evidenced by an amendment to this Declaration, which may be recorded by Declarant after all Units have been conveyed. All unassigned uncovered parking spaces will be managed by the Association as visitor parking.

NOTE 4: Agent for Service of Process. The initial person upon whom legal process may be served is Donald F. Dally. His address is 3316 Fuhrman Avenue East, Suite 100, Seattle, Washington 98102.

NOTE 5: Garage Areas Not Included. The areas shown for each Unit do not include the areas of any garages.

NOTE 6: Limited Common Elements. The garage parking spaces described above, together with the Decks and/or Patios adjacent to each Unit are Limited Common Elements, reserved for the exclusive use of the Unit to which they are attached.

NOTE 7: Unit Areas. The area shown for each Unit on Exhibits B and C are an approximation based on the construction plans prepared by the Project Architect. Such Unit Areas may not equal the Unit Areas as built.





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CHICAGO TITLE DCON 20 00  
PAGE 001 OF 013  
03/17/2000 09 34  
KING COUNTY, WA

AFTER RECORDING RETURN TO  
MATTHEW B STRAIGHT #96-267(10)  
Oseran, Hahn, Spring & Watts, P.S.  
10900 N.E. Fourth Street, #850  
Bellevue, WA 98004

**SECOND AMENDMENT TO DECLARATION**

**FOR**

**STEEPLE CHASE HILL, A CONDOMINIUM**

2000 031 7000273

CHICAGO TITLE DCON  
W-0001073-10

Declarant: STEEPLE CHASE HILL, L.L.C.

LEGAL DESCRIPTION: PORTION OF THE SW 1/4 OF S20-23-5

Additional legal description on Pages 5-6

TAX PARCEL #: 202305-9046-D1

**SECOND AMENDMENT TO DECLARATION**

**FOR**

**STEEPLE CHASE HILL, A CONDOMINIUM**

2000 031 7000273

THIS SECOND AMENDMENT to the Declaration of STEEPLE CHASE HILL, a Condominium, is made this \_\_\_\_\_ day of March, 2000, by STEEPLE CHASE HILL, L.L.C., a Washington limited liability company, as "Declarant", on behalf of all of the owners of the property described in the Declaration for Steeple Chase Hill, a Condominium, recorded under King County Recorder's File No. 19990915002208, the Survey Map and Plans of which were recorded under King County Recorder's File No. 19990915002207 in Volume 159 of Condominiums, Pages 1 through 4. The First Amendment to the Declaration was recorded under King County Recorder's No. 19991216001597. This Second Amendment is made pursuant to Section 2 of the Declaration for the purpose of establishing Phase 2 of Steeple Chase Hill, a Condominium. The Survey Map and Plans identifying Phase 2 of the Condominium referred to herein consist of Four (4) sheets as prepared by Tim Hanson and Associates, Inc., and were filed, contemporaneous with this Amendment, with the Recorder of King County, Washington, under File No. 2000 031 7 000 272 in Volume 142 of Condominiums, pages 63 through 64.

1. Exhibit A to the Declaration is hereby stricken in its entirety and the new Exhibit A attached hereto is inserted in its place.

2. Exhibit B to the Declaration is hereby stricken in its entirety and the new Exhibit B attached hereto is inserted in its place.

3. Exhibit C to the Declaration is hereby stricken in its entirety and the new Exhibit C attached hereto is inserted in its place.

4. Pursuant to Section 2 of the Declaration, Declarant hereby establishes Phase 2 of Steeple Chase Hill, a Condominium, by simultaneously recording both this Amendment to the Declaration and an Amendment to the Survey Map and Plans. Henceforth, Phases 1 and 2 shall constitute a single Condominium pursuant to the Act and the provisions of the Declaration, as amended herein. The information set forth in the Declaration, as amended herein, with respect to Phase 2 shall henceforth control. The total percentages of ownership interest and shares of common expenses in

2000 031 7000273

Phases 1 and 2 set forth in Exhibit C of the Declaration, as amended herein, shall control and supersede the corresponding total value of the property, percentages of ownership interest and shares of common expenses for Phase 1 alone.

Except as set forth above, each and every provision of the Declaration of Steeple Chase Hill, a Condominium, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, on behalf of all of the unit owners, has executed this Second Amendment to the Declaration of Steeple Chase Hill, a Condominium, as of the day and year first written above.

STEEPLE CHASE HILL, L L.C., a Washington limited liability company

By: DALLY HOMES, INC , a Washington corporation  
Its: Manager

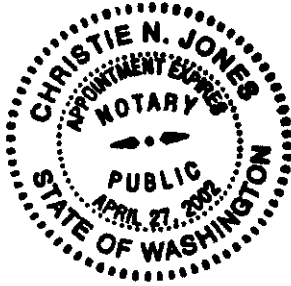
By: Charlie Laboda VP  
[Print Name] Charlie Laboda  
Its: Vice President

STATE OF WASHINGTON )  
 ) ss  
COUNTY OF KING )

I certify that I know or have satisfactory evidence that Charlie Laboda is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Dally Homes, Inc., a Washington corporation, as Manager of Steeple Chase Hill, L L.C., the limited liability company described herein and which executed the within instrument, and acknowledged the said instrument as the free and voluntary act of such limited liability company, for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to sign on behalf of said limited liability company.

Dated March 14, 2000.

SEAL/STAMP



Christie N. Jones  
[Print Name ] Christie N. Jones  
NOTARY PUBLIC for the State of Washington  
Residing at Seattle  
My Appointment Expires April 27, 2002

SECOND AMENDMENT TO DECLARATION  
STEEPLE CHASE HILL

FILE #96-267(10)  
\\DALLY\STEEPLE\2ND-AMDT 2

2000 031 7900273

EXHIBIT A

The legal description of the real property included in STEEPLE CHASE HILL, A CONDOMINIUM, is as follows:

1. TOTAL PARCEL.

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20,

THENCE SOUTH 00°08'49" WEST 635.58 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°08'49" WEST 287.76 FEET;

THENCE WESTERLY, PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 606.58 FEET;

THENCE NORTH 25°43'18" EAST 326.16 FEET;

THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467.02 FEET TO THE TRUE POINT OF BEGINNING

2. SUBSEQUENT PHASE PROPERTY (also shown on the Survey Map and Plans as the "Subsequent Phase Parcel").

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W.M., IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20;

THENCE SOUTH 00°08'49" WEST 635.58 FEET TO THE TRUE POINT OF BEGINNING WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED;

THENCE CONTINUING SOUTH 00°08'49" WEST 287.76 FEET;

THENCE WESTERLY, PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 606.58 FEET;

2006 031 7000273

2000 031 7000273

THENCE NORTH 25°43'18" EAST 326.16 FEET;

THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467 02 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THAT PORTION THEREOF LYING WESTERLY AND NORTHERLY OF THE FOLLOWING DESCRIBED LINE:

COMMENCING AT THE SOUTHEAST CORNER OF SAID TRACT;

THENCE SOUTH 88°26'58" WEST ALONG THE SOUTH LINE OF SAID TRACT 310.17 FEET TO THE POINT OF BEGINNING OF SAID LINE;

THENCE NORTH 01°30'45" WEST 88.90 FEET;  
THENCE NORTH 88°26'58" EAST 165.66 FEET,  
THENCE NORTH 01°33'02" WEST 51 29 FEET;  
THENCE SOUTH 89°17'55" EAST 20.05 FEET;  
THENCE NORTH 00°36'28" EAST 9.58 FEET;  
THENCE NORTH 89°15'40" WEST 30 01 FEET;  
THENCE NORTH 01°26'38" WEST 23.15 FEET;  
THENCE NORTH 24°29'18" WEST 26 11 FEET;  
THENCE NORTH 01°28'41" WEST 19 96 FEET;  
THENCE NORTH 88°31'19" EAST 10.00 FEET;  
THENCE NORTH 01°33'02" WEST 70.15 FEET TO THE NORTH LINE OF SAID TRACT AND THE TERMINUS OF SAID LINE

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

- 3. DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS (OTHER THAN LIMITED ELEMENTS SPECIFIED IN SECTION 7 ABOVE);

See Paragraph 1 above.

- 4. DESCRIPTION OF ANY REAL PROPERTY TO WHICH ANY DECLARANT'S RESERVED DEVELOPMENT RIGHTS APPLY;

See Paragraph 1 above.

EXHIBIT B  
DESCRIPTION OF UNITS  
Phases 1 and 2

2000 031 7000273

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>ASSIGNED</u>	<u>PARKING SPACE</u>
<u>Building A</u>			
A101		B	2
A102		B	3
A201		B	4
A202		B	5
<u>Building B</u>			
B101		A	8
B102		A	11
B201		A	6
B202		A	13
<u>Building C</u>			
C101		A	33
C201		A	7
<u>Building D</u>			
D101		A	64
D102		A	63
D201		A	35
D202		A	34
<u>Building E</u>			
E101		B	12
E102		B	17, 14
E201		B	15
E202		B	16
<u>Building F</u>			
F101		A	39
F102		A	37
F201		A	38
F202		A	40

EXHIBIT B -- Continued  
DESCRIPTION OF UNITS  
Phases 1 and 2

2000 031 7000273

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>ASSIGNED</u>	<u>PARKING SPACE</u>
<u>Building G</u>			
G101		B	42
G102		B	41
G201		B	47
G202		B	46
<u>Building H</u>			
H101		A	45
H102		A	67, 75
H201		A	48
H202		A	49
<u>Building J</u>			
J101		B	50
J102		B	53
J201		B	54
J202		B	55
<u>Building K</u>			
K101		B	71
K102		B	69
K201		B	70
K202		B	68
<u>Building M</u>			
M101		A	94
M102		A	73
M201		A	76
M202		A	74

NOTE 1: Recreational Facilities There is a Recreation Building attached to Building C

NOTE 2: Description of Buildings and Floor Plans There will be a maximum of Sixteen (16) Buildings containing a total of Sixty-two (62) Units in all phases of the Condominium. All of the Buildings are or will be of wood frame construction. None of the



Buildings will contain a basement. All Units will have electric heat and a fireplace. Phases 1 and 2 contain Buildings A, B, C, D, E, F, G, H, J, K and M. All Units are One (1) story flats. Units which have numbers starting with the digit "1" are located on the first floor, and Units which have numbers starting with the digit "2" are located on the second floor. The exact location of the Buildings, Units and Parking Spaces in Phases 1 and 2 are shown on the Survey Map and Plans.

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FLOOR PLAN A: Floor Plan A has Two (2) bedrooms (one of which has a walk-in closet), Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan A contains approximately 1,068 square feet.

FLOOR PLAN B: Floor Plan B contains Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan B1 contains approximately 1,153 square feet.

FLOOR PLAN C: Floor Plan C contains Three (3) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,190 square feet.

NOTE 3: Parking. In all Phases, there will be a maximum of One Hundred-five (105) parking spaces, Forty-six (46) of which are garage spaces, Eighteen (18) of which are carport parking spaces and Forty (41) of which are uncovered parking spaces. In Phases 1 and 2, there are a total of Twenty-eight (28) garage parking spaces, Sixteen (16) carport parking spaces and Twenty-eight (28) uncovered parking spaces. All of the garage, carport and uncovered parking spaces in Phases 1 and 2 are shown on the Survey Map and Plans. Each Unit will be assigned at least One (1) garage or carport parking space, except Unit C101 (which will receive an uncovered parking space). Declarant may assign more than One (1) parking space to a Unit. All parking assignments shall be evidenced by an amendment to this Declaration, which may be recorded by Declarant after all Units have been conveyed. All unassigned uncovered parking spaces will be managed by the Association as visitor parking.

NOTE 4: Agent for Service of Process. The initial person upon whom legal process may be served is Donald F. Dally. His address is 3316 Fuhrman Avenue East, Suite 100, Seattle, Washington 98102.

NOTE 5: Garage Areas Not Included The areas shown for each Unit do not include the areas of any garages

NOTE 6. Limited Common Elements. The garage parking spaces described above, together with the Decks and/or Patios adjacent to each Unit are Limited Common Elements, reserved for the exclusive use of the Unit to which they are attached.

SECOND AMENDMENT TO DECLARATION  
STEEPLE CHASE HILL

FILE #96-267(10)  
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NOTE 7 Unit Areas The area shown for each Unit on Exhibits B and C are an approximation based on the construction plans prepared by the Project Architect. Such Unit Areas may not equal the Unit Areas as built.

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SECOND AMENDMENT TO DECLARATION  
STEEPLE CHASE HILL

FILE #96-267(10)  
\DALLY\STEEPLE\2ND-AMDT 2

2000 031 7000273

EXHIBIT C  
ALLOCATED INTERESTS

PHASES 1 AND 2

<u>UNIT</u>	<u>UNIT AREA</u> <u>(Approx Sq.Ft.)</u>	<u>ALLOCATED INTERESTS</u> <u>AND SHARE OF COMMON</u> <u>EXPENSES</u>
<u>Building A</u>		
A101	1,153	2.48%
A102	1,153	2.48
A201	1,153	2.48
A202	1,153	2.48
<u>Building B</u>		
B101	1,068	2.29
B102	1,068	2.29
B201	1,068	2.29
B202	1,068	2.29
<u>Building C</u>		
C101	1,068	2.29
C201	1,068	2.29
<u>Building D</u>		
D101	1,068	2.29
D102	1,068	2.29
D201	1,068	2.29
D202	1,068	2.29
<u>Building E</u>		
E101	1,153	2.48
E102	1,153	2.48
E201	1,153	2.48
E202	1,153	2.48
<u>Building F</u>		
F101	1,068	2.29
F102	1,068	2.29
F201	1,068	2.29
F202	1,068	2.29

EXHIBIT C - Continued  
 ALLOCATED INTERESTS

PHASES 1 AND 2

2000 031 7000273

<u>UNIT</u>	<u>UNIT AREA (Approx. Sq Ft.)</u>	<u>ALLOCATED INTERESTS AND SHARE OF COMMON EXPENSES</u>
<u>Building G</u>		
G101	1,153	2.48 %
G102	1,153	2.48
G201	1,153	2.48
G202	1,153	2.48
<u>Building H</u>		
H101	1,068	2.29
H102	1,068	2.29
H201	1,068	2.29
H202	1,068	2.29
<u>Building J</u>		
J101	1,153	2.48
J102	1,153	2.48
J201	1,153	2.48
J202	1,153	2.48
<u>Building K</u>		
K101	1,153	2.48
K102	1,153	2.48
K201	1,153	2.48
K202	1,153	2.48
<u>Building M</u>		
M101	1,068	2.29
M102	1,068	2.29
M201	1,068	2.30
M202	<u>1,068</u>	<u>2.30</u>
TOTALS	46,556	100.00%

SECOND AMENDMENT TO DECLARATION  
 STEEPLE CHASE HILL

FILE #96-267(10)  
 \DALLY\STEEPLE\2ND-AMDT 2

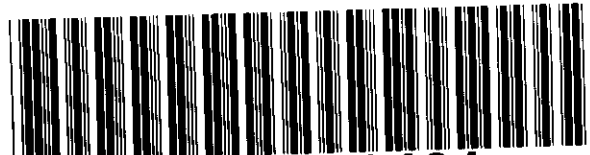
EXHIBIT C - Continued  
ALLOCATED INTERESTS

PHASES 1 AND 2

2000 031 7000273

NOTE 1: The Percentage Interests set forth in Column 3 sets forth each Unit's Percentage Ownership Interest in the Common Elements and share of Common Expenses. Each Unit's Percentage Interest was determined by dividing the Approximate Area in square feet for such Unit by the total Approximate Area for all Units. The Percentages shown for some units were rounded up so that the total of all percentages equalled 100%. As Subsequent Phases are added, the Percentage Interests of Units shown in Column 3 will be recalculated using the same formula.

AFTER RECORDING RETURN TO  
MATTHEW B. STRAIGHT #96-267(10)  
Oseran, Hahn, Spring & Watts, P.S.  
10900 N.E. Fourth Street, #850  
Bellevue, WA 98004



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CHICAGO TITLE AMND 14 00  
PAGE 001 OF 007  
06/12/2000 15:36  
KING COUNTY, WA

THIRD AMENDMENT TO DECLARATION

FOR

STEEPLE CHASE HILL, A CONDOMINIUM

2000 061 2001491

Declarant. STEEPLE CHASE HILL, L.L.C.

LEGAL DESCRIPTION: PORTION OF THE SW 1/4 OF S20-23-5

TAX PARCEL # 202305-9046-01

FILED BY CHICAGO TITLE INSURANCE CO.  
REF. # W-0001146-10

DEPARTMENT OF ASSESSMENTS  
Examined and approved the 12<sup>th</sup> day of June 2000  
A. Noble D. Murdock  
Assessor Deputy Assessor

THIRD AMENDMENT TO DECLARATION  
STEEPLE CHASE HILL

**THIRD AMENDMENT TO DECLARATION**

**FOR**

**STEEPLE CHASE HILL, A CONDOMINIUM**

THIS THIRD AMENDMENT to the Declaration of STEEPLE CHASE HILL, a Condominium, is made this 9th day of June, 2000, by STEEPLE CHASE HILL, L.L.C., a Washington limited liability company, as "Declarant", on behalf of all of the owners of the property described in the Declaration for Steeple Chase Hill, a Condominium, recorded under King County Recorder's File No. 19990915002208, the Survey Map and Plans of which were recorded under King County Recorder's File No. 19990915002207 in Volume 159 of Condominiums, Pages 1 through 4. The First Amendment to the Declaration was recorded under King County Recorder's No. 19991216001597. The Second Amendment was recorded under King County Recorder's No. 20000317000273, the Survey Map and Plans of which were recorded under King County Recorder's No. 20000317000272 in Volume 162, Pages 63 through 66. This Third Amendment is made pursuant to Section 7.3 of the Declaration for the purpose of reassigning parking space 75 from Unit H102 to Unit M101. An Amended Survey Map and Plans is not required for this reassignment. The undersigned owns both of the affected Units.

1 Exhibit B to the Declaration is hereby stricken in its entirety and the new Exhibit B attached hereto is inserted in its place.

Except as set forth above, each and every provision of the Declaration of Steeple Chase Hill, a Condominium, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, on behalf of all of the unit owners, has executed this Second Amendment to the Declaration of Steeple Chase Hill, a Condominium, as of the day and year first written above.

STEEPLE CHASE HILL, L.L.C., a  
Washington limited liability company

By: DALLY HOMES, INC., a Washington  
corporation

Its: Manager

2000 06 1 2001491

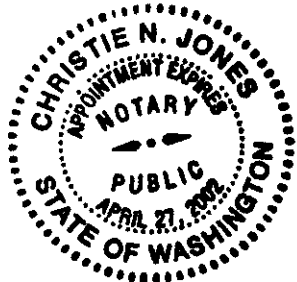
By: *[Signature]*  
[Print Name] Donald F. Dally  
Its Pres

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF KING        )

I certify that I know or have satisfactory evidence that Donald F. Dally is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Dally Homes, Inc., a Washington corporation, as Manager of Steeple Chase Hill, L.L.C, the limited liability company described herein and which executed the within instrument, and acknowledged the said instrument as the free and voluntary act of such limited liability company, for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to sign on behalf of said limited liability company.

Dated: June 9, 2000

SEAL/STAMP



*Christie N. Jones*  
[Print Name] Christie N. Jones  
NOTARY PUBLIC for the State of Washington  
Residing at Renton, Washington  
My Appointment Expires April 27, 2002

2000 961 2001491



EXHIBIT B  
DESCRIPTION OF UNITS  
Phases 1 and 2

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>PARKING SPACE ASSIGNED</u>
<u>Building A</u>		
A101	B	2
A102	B	3
A201	B	4
A202	B	5
<u>Building B</u>		
B101	A	8
B102	A	11
B201	A	6
B202	A	13
<u>Building C</u>		
C101	A	33
C201	A	7
<u>Building D</u>		
D101	A	64
D102	A	63
D201	A	35
D202	A	34
<u>Building E</u>		
E101	B	12
E102	B	17, 14
E201	B	15
E202	B	16
<u>Building F</u>		
F101	A	39
F102	A	37
F201	A	38
F202	A	40

2000 051 2001491

EXHIBIT B -- Continued  
DESCRIPTION OF UNITS  
Phases 1 and 2

UNIT	<u>FLOOR PLAN</u>	<u>PARKING SPACE ASSIGNED</u>
<u>Building G</u>		
G101	B	42
G102	B	41
G201	B	47
G202	B	46
<u>Building H</u>		
H101	A	45
H102	A	67
H201	A	48
H202	A	49
<u>Building J</u>		
J101	B	50
J102	B	53
J201	B	54
J202	B	55
<u>Building K</u>		
K101	B	71
K102	B	69
K201	B	70
K202	B	68
<u>Building M</u>		
M101	A	94 & 75
M102	A	73
M201	A	76
M202	A	74

NOTE 1: Recreational Facilities There is a Recreation Building attached to Building C.

NOTE 2: Description of Buildings and Floor Plans. There will be a maximum of Sixteen (16) Buildings containing a total of Sixty-two (62) Units in all phases of the Condominium. All of the Buildings are or will be of wood frame construction. None of the Buildings will contain a basement. All Units will have electric heat and a

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fireplace Phases 1 and 2 contain Buildings A, B, C, D, E, F, G, H, J, K and M. All Units are One (1) story flats. Units which have numbers starting with the digit "1" are located on the first floor, and Units which have numbers starting with the digit "2" are located on the second floor. The exact location of the Buildings, Units and Parking Spaces in Phases 1 and 2 are shown on the Survey Map and Plans.

FLOOR PLAN A: Floor Plan A has Two (2) bedrooms (one of which has a walk-in closet), Two (2) bathrooms, a living/ dining room, and a kitchen. Floor Plan A contains approximately 1,068 square feet

FLOOR PLAN B: Floor Plan B contains Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan B1 contains approximately 1,153 square feet

FLOOR PLAN C: Floor Plan C contains Three (3) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,190 square feet.

NOTE 3: Parking In all Phases, there will be a maximum of One Hundred-five (105) parking spaces, Forty-six (46) of which are garage spaces, Nineteen (18) of which are carport parking spaces and Forty (41) of which are uncovered parking spaces. In Phases 1 and 2, there are a total of Twenty-eight (28) garage parking spaces, Seventeen (16) carport parking spaces and Twenty-eight (28) uncovered parking spaces. All of the garage, carport and uncovered parking spaces in Phases 1 and 2 are shown on the Survey Map and Plans. Each Unit will be assigned at least One (1) garage or carport parking space, except Unit C101 (which will receive an uncovered parking space). Declarant may assign more than One (1) parking space to a Unit. All parking assignments shall be evidenced by an amendment to this Declaration, which may be recorded by Declarant after all Units have been conveyed. All unassigned uncovered parking spaces will be managed by the Association as visitor parking.

NOTE 4: Agent for Service of Process The initial person upon whom legal process may be served is Donald F. Dally. His address is 3316 Fuhrman Avenue East, Suite 100, Seattle, Washington 98102.

NOTE 5. Garage Areas Not Included. The areas shown for each Unit do not include the areas of any garages.

NOTE 6. Limited Common Elements. The garage parking spaces described above, together with the Decks and/or Patios adjacent to each Unit are Limited Common Elements, reserved for the exclusive use of the Unit to which they are attached.

NOTE 7: Unit Areas. The area shown for each Unit on Exhibits B and C are an approximation based on the construction plans prepared by the Project Architect. Such Unit Areas may not equal the Unit Areas as built.

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20000720000338

CHICAGO TITLE DCON 20 00  
PAGE 001 OF 013  
07/20/2000 11 11  
KING COUNTY, WA

AFTER RECORDING RETURN TO  
MATTHEW B STRAIGHT #96-267(10)  
Oseran, Hahn, Spring & Watts, P S  
10900 N E Fourth Street, #850  
Bellevue, WA 98004

**FOURTH AMENDMENT TO DECLARATION**

**FOR**

**STEEPLE CHASE HILL, A CONDOMINIUM**

2000 072 0000338

Declarant STEEPLE CHASE HILL, L L C.  
LEGAL DESCRIPTION. PORTION OF THE SW 1/4 OF §20-23-5.  
Additional legal description on Pages 5-6  
TAX PARCEL # 202305-9046-01

FILED BY CHICAGO TITLE INSURANCE CO.

REF. # W-0001184-10

*ck dm*

**FOURTH AMENDMENT TO DECLARATION**

**FOR**

**STEEPLE CHASE HILL, A CONDOMINIUM**

THIS FOURTH AMENDMENT to the Declaration of STEEPLE CHASE HILL, a Condominium, is made this 13<sup>th</sup> day of July, 2000, by STEEPLE CHASE HILL, L L C , a Washington limited liability company, as "Declarant", on behalf of all of the owners of the property described in the Declaration for Steeple Chase Hill, a Condominium, recorded under King County Recorder's File No. 19990915002208, the Survey Map and Plans of which were recorded under King County Recorder's File No. 19990915002207 in Volume 159 of Condominiums, Pages 1 through 4. The First Amendment to the Declaration was recorded under King County Recorder's No. 19991216001597. The Second Amendment to the Declaration was recorded under King County Recorder's No. 20000317000273. The Third Amendment to the Declaration was recorded under King County Recorder's No. 20000612001491. This Fourth Amendment is made pursuant to Section 2 of the Declaration for the purpose of establishing Phase 3 of Steeple Chase Hill, a Condominium. The Survey Map and Plans identifying Phase 3 of the Condominium referred to herein consist of Five (5) sheets as prepared by Tim Hanson and Associates, Inc, and were filed, contemporaneous with this Amendment, with the Recorder of King County, Washington, under File No 20000720000337 in Volume 166 of Condominiums, pages 26 through 30.

1 Exhibit A to the Declaration is hereby stricken in its entirety and the new Exhibit A attached hereto is inserted in its place.

2 Exhibit B to the Declaration is hereby stricken in its entirety and the new Exhibit B attached hereto is inserted in its place.

3. Exhibit C to the Declaration is hereby stricken in its entirety and the new Exhibit C attached hereto is inserted in its place.

4 Pursuant to Section 2 of the Declaration, Declarant hereby establishes Phase 3 of Steeple Chase Hill, a Condominium, by simultaneously recording both this Amendment to the Declaration and an Amendment to the Survey Map and Plans. Henceforth, Phases 1, 2 and 3 shall constitute a single Condominium pursuant to the Act and the provisions of the Declaration, as amended herein. The

2000 072 0000338

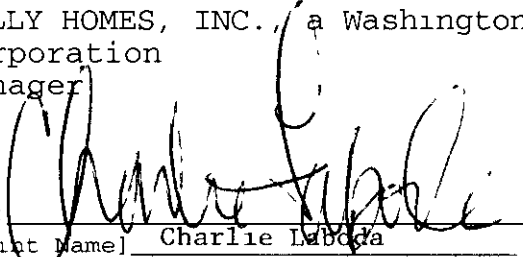
information set forth in the Declaration, as amended herein, with respect to Phase 3 shall henceforth control. The total percentages of ownership interest and shares of common expenses in Phases 1, 2 and 3 set forth in Exhibit C of the Declaration, as amended herein, shall control and supersede the corresponding total value of the property, percentages of ownership interest and shares of common expenses for Phases 1 and 2 alone.

Except as set forth above, each and every provision of the Declaration of Steeple Chase Hill, a Condominium, shall remain in full force and effect.

IN WITNESS WHEREOF, the Declarant, on behalf of all of the unit owners, has executed this Third Amendment to the Declaration of Steeple Chase Hill, a Condominium, as of the day and year first written above.

STEEPLE CHASE HILL, L.L.C., a Washington limited liability company

By. DALLY HOMES, INC., a Washington corporation  
Its Manager

By:   
[Print Name] Charlie Luboga  
Its: Vice President

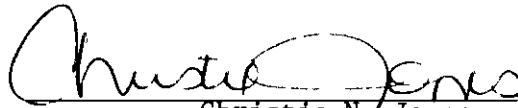
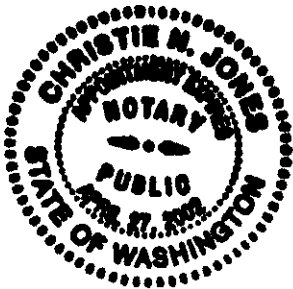
00000000 072 0700330

STATE OF WASHINGTON )  
  ) ss.  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that Charlie Laboda is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Vice President of Dally Homes, Inc , a Washington corporation, as Manager of Steeple Chase Hill, L L C., the limited liability company described herein and which executed the within instrument, and acknowledged the said instrument as the free and voluntary act of such limited liability company, for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to sign on behalf of said limited liability company.

Dated·      July 13, 2000

SEAL/STAMP



[Print Name ] Christie N. Jones  
NOTARY PUBLIC for the State of Washington  
Residing at Kennton, WA  
My Appointment Expires April 27, 2002

2000 072 0000330



EXHIBIT A

The legal description of the real property included in STEEPLE CHASE HILL, A CONDOMINIUM, is as follows:

1 TOTAL PARCEL

THAT PORTION OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 23 NORTH, RANGE 5 EAST, W M , IN KING COUNTY, WASHINGTON, DESCRIBED AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 20,

THENCE SOUTH 00°08'49" WEST 635 58 FEET TO THE TRUE POINT OF BEGINNING, WHICH IS THE NORTHEAST CORNER OF THE TRACT HEREIN DESCRIBED,

THENCE CONTINUING SOUTH 00°08'49" WEST 287 76 FEET;

THENCE WESTERLY, PARALLEL TO THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 606 58 FEET,

THENCE NORTH 25°43'18" EAST 326.16 FEET,

THENCE EASTERLY, PARALLEL WITH THE EAST AND WEST CENTERLINE OF SAID SECTION 20, A DISTANCE OF 467 02 FEET TO THE TRUE POINT OF BEGINNING.

2. SUBSEQUENT PHASE PROPERTY (also shown on the Survey Map and Plans as the "Subsequent Phase Parcel"). None

3 DESCRIPTION OF ANY REAL PROPERTY (EXCEPT REAL PROPERTY SUBJECT TO DECLARANT'S RESERVED DEVELOPMENT RIGHTS) WHICH MAY BE ALLOCATED SUBSEQUENTLY AS LIMITED COMMON ELEMENTS (OTHER THAN LIMITED ELEMENTS SPECIFIED IN SECTION 7 ABOVE);

See Paragraph 1 above.

4 DESCRIPTION OF ANY REAL PROPERTY TO WHICH ANY DECLARANT'S RESERVED DEVELOPMENT RIGHTS APPLY

See Paragraph 1 above

0360060  
272 072 537

EXHIBIT B  
DESCRIPTION OF UNITS  
All Phases

2025 372 0000330

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>PARKING SPACE ASSIGNED</u>
<u>Building A</u>		
A101	B	2
A102	B	3
A201	B	4
A202	B	5
<u>Building B</u>		
B101	A	8
B102	A	11
B201	A	6
B202	A	13
<u>Building C</u>		
C101	A	33
C201	A	7
<u>Building D</u>		
D101	A	64
D102	A	63
D201	A	35
D202	A	34
<u>Building E</u>		
E101	B	12
E102	B	17, 14
E201	B	15
E202	B	16
<u>Building F</u>		
F101	A	39
F102	A	37
F201	A	38
F202	A	40

EXHIBIT B -- Continued  
 DESCRIPTION OF UNITS  
 All Phases

UNIT	<u>FLOOR PLAN</u>	<u>PARKING SPACE ASSIGNED</u>
<u>Building G</u>		
G101	B	42
G102	B	41
G201	B	47
G202	B	46
<u>Building H</u>		
H101	A	45
H102	A	67
H201	A	48
H202	A	49
<u>Building J</u>		
J101	B	50
J102	B	53
J201	B	54
J202	B	55
<u>Building K</u>		
K101	B	71
K102	B	69
K201	B	70
K202	B	68
<u>Building M</u>		
M101	A	94 & 75
M102	A	73
M201	A	76
M202	A	74
<u>Building N</u>		
N101	B	103
N102	B	102
N201	B	104
N202	B	101

EXHIBIT B -- Continued  
DESCRIPTION OF UNITS  
All Phases

UNIT	<u>FLOOR PLAN</u>	PARKING SPACE <u>ASSIGNED</u>
<u>Building P</u>		
P101	A	78
P102	A	58
P201	A	56
P202	A	57
<u>Building R</u>		
R101	C	81
R102	C	83
R201	C	80
R202	C	82
<u>Building S</u>		
S101	C	95
S102	C	96
S201	C	84
S202	C	85
<u>Building T</u>		
T101	C	90
T102	C	91
T201	C	89
T202	C	92

NOTE 1: Recreational Facilities There is a Recreation Building attached to Building C.

NOTE 2: Description of Buildings and Floor Plans. There are Sixteen (16) Buildings containing a total of Sixty-two (62) Units in the Condominium. All of the Buildings are of wood frame construction. None of the Buildings will contain a basement. All Units will have electric heat and a fireplace. All Units are One (1) story flats. Units which have numbers starting with the digit "1" are located on the first floor, and Units which have numbers starting with the digit "2" are located on the second floor. The exact location of the Buildings, Units and Parking Spaces in Phases 1 and 2 are shown on the Survey Map and Plans.

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FLOOR PLAN A: Floor Plan A has Two (2) bedrooms (one of which has a walk-in closet), Two (2) bathrooms, a living/ dining room, and a kitchen. Floor Plan A contains approximately 1,068 square feet.

FLOOR PLAN B Floor Plan B contains Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen Floor Plan B1 contains approximately 1,153 square feet

FLOOR PLAN C: Floor Plan C contains Three (3) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,190 square feet

NOTE 3. Parking There are One Hundred-five (105) parking spaces, Forty-six (46) of which are garage spaces, Nineteen (18) of which are carport parking spaces and Forty (41) of which are uncovered parking spaces. All of the garage, carport and uncovered parking spaces are shown on the Survey Map and Plans Each Unit will be assigned at least One (1) garage or carport parking space, except Unit C101 (which will receive an uncovered parking space Declarant may assign more than One (1) parking space to a Unit. All parking assignments shall be evidenced by an amendment to this Declaration, which may be recorded by Declarant after all Units have been conveyed All unassigned uncovered parking spaces will be managed by the Association as visitor parking

NOTE 4. Agent for Service of Process The initial person upon whom legal process may be served is Donald F Dally. His address is 3316 Fuhrman Avenue East, Suite 100, Seattle, Washington 98102.

NOTE 5: Garage Areas Not Included. The areas shown for each Unit do not include the areas of any garages.

NOTE 6: Limited Common Elements The garage parking spaces described above, together with the Decks and/or Patios adjacent to each Unit are Limited Common Elements, reserved for the exclusive use of the Unit to which they are attached

NOTE 7: Unit Areas. The area shown for each Unit on Exhibits B and C are an approximation based on the construction plans prepared by the Project Architect. Such Unit Areas may not equal the Unit Areas as built

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EXHIBIT C  
ALLOCATED INTERESTS

ALL PHASES

<u>UNIT</u>	<u>UNIT AREA (Approx Sq Ft )</u>	<u>ALLOCATED INTERESTS AND SHARE OF COMMON EXPENSES</u>
<u>Building A</u>		
A101	1,153	1.654%
A102	1,153	1.654%
A201	1,153	1.654%
A202	1,153	1.654%
<u>Building B</u>		
B101	1,068	1.532%
B102	1,068	1.532%
B201	1,068	1.532%
B202	1,068	1.532%
<u>Building C</u>		
C101	1,068	1.532%
C201	1,068	1.532%
<u>Building D</u>		
D101	1,068	1.532%
D102	1,068	1.532%
D201	1,068	1.532%
D202	1,068	1.532%
<u>Building E</u>		
E101	1,153	1.654%
E102	1,153	1.654%
E201	1,153	1.654%
E202	1,153	1.654%
<u>Building F</u>		
F101	1,068	1.532%
F102	1,068	1.532%
F201	1,068	1.532%
F202	1,068	1.532%

2000 072 0050330

EXHIBIT C - Continued  
 ALLOCATED INTERESTS

ALL PHASES

<u>UNIT</u>	<u>UNIT AREA (Approx Sq Ft )</u>	<u>ALLOCATED INTERESTS AND SHARE OF COMMON EXPENSES</u>
<u>Building G</u>		
G101	1,153	1.654%
G102	1,153	1.654%
G201	1,153	1.654%
G202	1,153	1.654%
<u>Building H</u>		
H101	1,068	1.532%
H102	1,068	1.532%
H201	1,068	1.532%
H202	1,068	1.532%
<u>Building J</u>		
J101	1,153	1.654%
J102	1,153	1.654%
J201	1,153	1.654%
J202	1,153	1.654%
<u>Building K</u>		
K101	1,153	1.654%
K102	1,153	1.654%
K201	1,153	1.654%
K202	1,153	1.654%
<u>Building M</u>		
M101	1,068	1.532%
M102	1,068	1.532%
M201	1,068	1.532%
M202	1,068	1.532%

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EXHIBIT C - Continued  
ALLOCATED INTERESTS

ALL PHASES

<u>UNIT</u>	<u>UNIT AREA</u> <u>(Approx. Sq.Ft.)</u>	<u>ALLOCATED INTERESTS</u> <u>AND SHARE OF COMMON</u> <u>EXPENSES</u>
<u>Building N</u>		
N101	1,153	1.654%
N102	1,153	1.654%
N201	1,153	1.654%
N202	1,153	1.654%
<u>Building P</u>		
P101	1,068	1.532%
P102	1,068	1.532%
P201	1,068	1.532%
P202	1,068	1.532%
<u>Building R</u>		
R101	1,190	1.706%
R102	1,190	1.706%
R201	1,190	1.706%
R202	1,190	1.706%
<u>Building S</u>		
S101	1,190	1.706%
S102	1,190	1.706%
S201	1,190	1.706%
S202	1,190	1.706%
<u>Building T</u>		
T101	1,190	1.706%
T102	1,190	1.706%
T201	1,190	1.706%
T202	<u>1,190</u>	<u>1.706%</u>
	69,720	100.000%

NOTE 1 The Percentage Interests set forth in Column 3 sets forth each Unit's Percentage Ownership Interest in the Common Elements and share of Common Expenses. Each Unit's Percentage Interest was determined by dividing the Approximate Area in square feet for such

2000 072 0000330



Unit by the total Approximate Area for all Units The Percentages shown for some units were rounded up so that the total of all percentages equaled 100%

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KING COUNTY, WA

AFTER RECORDING RETURN TO  
MATTHEW B STRAIGHT  
Oseran, Hahn, Spring & Watts, P.S  
10900 N E 4th Street, Suite 850  
Bellevue, WA 98004

**FIFTH AMENDMENT TO DECLARATION  
FOR  
STEEPLE CHASE HILL, A CONDOMINIUM**

2000 091 3001669

Declarant STEEPLE CHASE HILL, L.L.C  
LEGAL DESCRIPTION PORTION OF THE SW 1/4 OF §20-23-5  
Additional legal description on Pages 5-6  
TAX PARCEL # 202305-9046-01

FILED BY CHICAGO TITLE INSURANCE CO.  
REF # W-0001235-10

DEPARTMENT OF ASSESSMENTS  
Examined and approved this 13 day of Sept 2000  
D. Noble Deanne Murdock  
Assessor Deputy Assessor

**FIFTH AMENDMENT TO DECLARATION  
FOR  
STEEPLE CHASE HILL, A CONDOMINIUM**

THIS FIFTH AMENDMENT to the Declaration of STEEPLE CHASE HILL, a Condominium, is made this 11<sup>th</sup> day of September, 2000, by STEEPLE CHASE HILL, L.L.C., a Washington limited liability company, as "Declarant", on behalf of all of the owners of the property described in the Declaration for Steeple Chase Hill, a Condominium, recorded under King County Recorder's File No 19990915002208, the Survey Map and Plans of which were recorded under King County Recorder's File No 19990915002207 in Volume 159 of Condominiums, pages 1-4. The First Amendment to the Declaration was recorded under King County Recorder's No 19991216001597. The Second Amendment to the Declaration was recorded under King County Recorder's No 20000317000273. The Third Amendment to the Declaration was recorded under King County Recorder's No 20000612001491. The Fourth Amendment to the Declaration was recorded under King County Recorder's No 20000720000338. The Survey Map and Plans identifying Phase 3 of the Condominium referred to herein was recorded under King County Recorder's No. 20000720000337 in Volume 166 of Condominiums, pages 26-30. This Fifth Amendment is made pursuant to Section 7.3 and Exhibit B of the Declaration for the purpose of revising parking spaces to Units

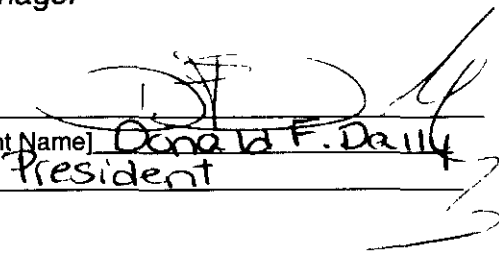
1 Exhibit B to the Declaration is hereby stricken in its entirety and the new Exhibit B attached hereto is inserted in its place

Except as set forth above, each and every provision of the Declaration of Steeple Chase Hill, a Condominium, shall remain in full force and effect

IN WITNESS WHEREOF, the Declarant, on behalf of all of the unit owners, has executed this Fifth Amendment to the Declaration of Steeple Chase Hill, a Condominium, as of the day and year first written above

STEEPLE CHASE HILL, L.L.C., a  
Washington limited liability company

By DALLY HOMES, INC., a Washington  
corporation  
Its Manager

By   
[Print Name] Donald F. Dally  
Its President

2000 091 3901669

STATE OF WASHINGTON        )  
  ) ss  
COUNTY OF KING            )

I certify that I know or have satisfactory evidence that Donald F Dally is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the President of Dally Homes, Inc , a Washington corporation, as Manager of Steeple Chase Hill, L L C , the limited liability company described herein and which executed the within instrument, and acknowledged the said instrument as the free and voluntary act of such limited liability company, for the uses and purposes mentioned in the instrument, and on oath stated that he was authorized to sign on behalf of said limited liability company

Dated September 11, 2000

SEAL/STAMP



Christie Jones  
[Print Name] Christie Jones  
NOTARY PUBLIC for the State of Washington  
Residing at Renton  
My Appointment Expires 4/27/08

2000 091 3001669

**EXHIBIT B**

**DESCRIPTION OF UNITS  
All Phases**

2000 091 3001669

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>PARKING SPACE ASSIGNED</u>
<u>Building A</u>		
A101	B	2
A102	B	3
A201	B	4
A202	B	5
<u>Building B</u>		
B101	A	8
B102	A	11
B201	A	6
B202	A	13
<u>Building C</u>		
C101	A	33
C201	A	7
<u>Building D</u>		
D101	A	64
D102	A	63
D201	A	35
D202	A	34
<u>Building E</u>		
E101	B	12
E102	B	17, 14
E201	B	15
E202	B	16

**EXHIBIT B -- Continued  
DESCRIPTION OF UNITS  
All Phases**

**PARKING SPACE  
ASSIGNED**

**UNIT**

**FLOOR PLAN**

**Building F**

F101	A	39
F102	A	37
F201	A	38
F202	A	40

**Building G**

G101	B	42
G102	B	41
G201	B	47
G202	B	46

**Building H**

H101	A	45
H102	A	67
H201	A	48
H202	A	49

**Building J**

J101	B	50
J102	B	53
J201	B	54
J202	B	55

**Building K**

K101	B	71
K102	B	69
K201	B	70
K202	B	68

2000 091 3001669

**EXHIBIT B -- Continued  
DESCRIPTION OF UNITS  
All Phases**

<u>UNIT</u>	<u>FLOOR PLAN</u>	<u>PARKING SPACE ASSIGNED</u>
<u>Building M</u>		
M101	A	94, 75
M102	A	73
M201	A	76
M202	A	74
<u>Building N</u>		
N101	B	103
N102	B	102
N201	B	104
N202	B	101
<u>Building P</u>		
P101	A	78
P102	A	58
P201	A	56
P202	A	57
<u>Building R</u>		
R101	C	81
R102	C	83
R201	C	80
R202	C	82
<u>Building S</u>		
S101	C	95
S102	C	96
S201	C	84
S202	C	85

2000 091 3001669

**EXHIBIT B -- Continued  
DESCRIPTION OF UNITS  
All Phases**

<u>UNIT</u> <u>Building T</u>	<u>FLOOR PLAN</u>	<u>PARKING SPACE</u> <u>ASSIGNED</u>
T101	C	90, 77
T102	C	91
T201	C	89
T202	C	92

**NOTE 1 Recreational Facilities.** There is a Recreation Building attached to Building C

**NOTE 2 Description of Buildings and Floor Plans.** There are Sixteen (16) Buildings containing a total of Sixty-two (62) Units in the Condominium. All of the Buildings are of wood frame construction. None of the Buildings will contain a basement. All Units will have electric heat and a fireplace. All Units are One (1) story flats. Units which have numbers starting with the digit "1" are located on the first floor, and Units which have numbers starting with the digit "2" are located on the second floor. The exact location of the Buildings, Units and Parking Spaces in Phases 1 and 2 are shown on the Survey Map and Plans.

**FLOOR PLAN A.** Floor Plan A has Two (2) bedrooms (one of which has a walk-in closet), Two (2) bathrooms, a living/ dining room, and a kitchen. Floor Plan A contains approximately 1,068 square feet.

**FLOOR PLAN B.** Floor Plan B contains Two (2) bedrooms, Two (2) bathrooms, a living/dining room, and a kitchen. Floor Plan B1 contains approximately 1,153 square feet.

**FLOOR PLAN C:** Floor Plan C contains Three (3) bedrooms, Two (2) bathrooms, a living room, a dining room, and a kitchen. Floor Plan C contains approximately 1,190 square feet.

**NOTE 3 Parking.** There are One Hundred Five (105) parking spaces, Forty-Six (46) of which are garage spaces, Eighteen (18) of which are carport parking spaces and Forty-One (41) of which are uncovered parking spaces. All of the garage, carport and uncovered parking spaces are shown on the Survey Map and Plans. Each Unit will be assigned at least One (1) garage or carport parking space, except Unit C101 (which will receive an uncovered parking space). Declarant may assign more than One (1) parking

6991006 163 333 091 3001669



space to a Unit. All parking assignments shall be evidenced by an amendment to this Declaration, which may be recorded by Declarant after all Units have been conveyed. All unassigned uncovered parking spaces will be managed by the Association as visitor parking.

NOTE 4. Agent for Service of Process The initial person upon whom legal process may be served is Donald F. Dally. His address is 3316 Fuhrman Avenue East, Suite 100, Seattle, WA 98102.

NOTE 5. Garage Areas Not Included The areas shown for each Unit do not include the areas of any garages.

NOTE 6. Limited Common Elements The garage parking spaces described above, together with the Decks and/or Patios adjacent to each Unit are Limited Common Elements, reserved for the exclusive use of the Unit to which they are attached.

NOTE 7. Unit Areas The area shown for each Unit on Exhibits B and C are an approximation based on the construction plans prepared by the Project Architect. Such Unit Areas may not equal the Unit Areas as built.

2000 09 06 09 06 16 66

FILED FOR RECORD AT THE REQUEST OF  
Law Offices of James L. Strichartz  
200 West Mercer Street #511  
Seattle, WA 98119



**AMENDMENT TO  
DECLARATION FOR  
STEEPLE CHASE HILL CONDOMINIUM**

**Grantor:** Steeple Chase Hill Homeowners Association  
**Grantee:** N/A  
**Legal Description:** Steeple Chase Hill Condominium according to Declaration recorded in King County, Washington under Recording No. 19990915002208, as thereafter amended of record.  
**Tax Parcel ID:** 789850 (Master Number)

WHEREAS, a certain Declaration submitting real estate to the Washington Condominium Act, Laws of 1989, Chapter 43 (RCW Chapter 64 34), as amended, entitled DECLARATION AND COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS FOR STEEPLE CHASE HILL, A CONDOMINIUM, was recorded on September 15, 1999, under Recording No 19990915002208, in the records of King County, State of Washington, together with the Survey Map and Plans recorded in Volume 159 Condominiums, at pages 1 through 4, inclusive, under Recording No 19990915002207, in records of King County, State of Washington, and

WHEREAS, the Declaration has previously been amended by instruments recorded in the records of King County, State of Washington, on December 16, 1999, under Recording No 19991216001597, on March 17, 2000, under Recording No 20000317000273, on June 12, 2000, under Recording No 20000612001491, on July 2, 2000, under Recording No 20000702000338, and on September 13, 2000, under Recording No. 20000913001669, and

WHEREAS, the Survey Map and Plans has been amended by instruments recorded in the records of King County, Washington on March 17, 2000, in Volume 162, at Pages 65 through 68, inclusive, under Recording No 20000317000257, on July 20, 2000, in Volume 166, at Pages 26 through 30, inclusive, under Recording No 2000072000272, and on January 23, 2001, in Volume 171, at Pages 69 through 71, inclusive, under Recording No 2001012300337, and

WHEREAS, pursuant to Section 21 3 of the Declaration, after notice to all of the owners entitled to vote thereon duly given, not less than Ninety percent (90%) of the Unit Owners have consented in writing to amend the Declaration as hereinafter set forth, and

DEPARTMENT OF ASSESSMENTS  
Examined and approved this 4 day of February 2002  
Scott Noble by Debra O'Neil  
ASSESSOR Deputy Assessor

**ORIGINAL**

2002 020 4002455

WHEREAS, pursuant to 21.7 of the Declaration, after thirty (30) days notice to all of the Eligible Mortgagees duly given by certified mail, return receipt requested, not less than Fifty-One Percent (51%) of the Eligible Mortgagees have expressly or impliedly consented to the amendment of the Declaration as hereinafter set forth,

NOW THEREFORE, the President and the Secretary of Steeple Chase Hill Homeowners Association certify the Declaration to have been amended in the following particulars

**A. The following new Subparagraphs 11.14.4.1 through 11.4.4.6 are added to the Declaration:**

11.14.4.1 Leasing / Rental Approval No unit owner may transfer his/her unit by lease/rental agreement without prior written approval of the Directors ("Leasing Approval") At no time shall more than six (6) of the condo units be leased/rented This section 11.14.4.1 applies to all leases

11.14.4.2 Notice to Condominium Those unit owners interested in leasing their units (Prospective Lessors") shall submit a written request for Leasing Approval to the Directors Leasing Approval shall be granted by the Directors to the Prospective Lessor provided, however, such Leasing Approval shall not result in the leasing of more than six (6) of the units If approval of all Request(s) of Leasing Approval would result in leasing of more than six (6) of the units, then Leasing Approval shall be granted to those Prospective Lessors who have held record title to their units the longest

11.14.4.3 Leasing / Renting Once Leasing Approval has been granted by the Directors, the Prospective Lessor shall have 60 days within which to lease the unit In the event the unit is not leased within said 60-day period, Leasing Approval shall be automatically revoked, and Leasing Approval shall be granted by the Directors to other Prospective Lessor as provided in Section 11.14.4.2 Leasing of a unit within said 60-day period shall occur if the unit is occupied by lessee within the 60 day period or a written lease agreement is executed by and between lessor and lessees within said 60-day period, provided said lease term commences within 30 days of the execution of the written lease agreement All lease agreements shall be written for no less than six (6) months. In addition when a unit owner leases or rents said unit, that unit may not be sublet to others Also it is to be stipulated that the homeowner renting or leasing a unit, must provide such renters or lessees a full copy of the Declarations and House Rules prior to or upon move-in

11.14.4.4 Lease Extensions or Renewals Leasing Approval by the Directors shall not be required to extend or renew an existing lease, nor shall Leasing Approval be required to re-lease a unit, provided the unit has not been occupied by the owner or any member of the owner's family for more than one month since the previous tenancy.

11.14.4.5 Sale of Unit. In the event of a sale of a unit, Leasing Approval shall be automatically revoked as of the end of any tenancy existing as of the date of the sale The new owner shall not be permitted to transfer the unit by lease without prior written approval of the Directors in accordance with this Section 11.14

11.14.4.6 Compliance The covenants contained herein are for the benefit of all unit owners and the Association **Failure of a unit to comply with the foregoing shall be grounds for an action for damages or injunctive relief, including the recovery of attorney's fees and costs.**

2002 020 4002455

B. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.

DATED this 21<sup>st</sup> day of January, 2002

STEEPLE CHASE HILL HOMEOWNERS ASSOCIATION

By Robert A. Sissell  
Robert Sissell, President

ATTEST. The above amendment was properly adopted

By Kim Paczesny  
~~Christie Jones, Secretary~~ KIM PACZESNY, TREASURER

STATE OF WASHINGTON )  
  ) ss  
COUNTY OF KING )

On this 21<sup>st</sup> day of January, 2002, personally appeared before me, Robert Sissell and Kim Paczesny, known to me to be the President and Treasurer of Steeple Chase Hill Homeowners Association, the non-profit corporation that executed the within and foregoing instrument, and acknowledged the instrument to be the free and voluntary act and deed of the Association, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the instrument

DATED this 21<sup>st</sup> day of January, 2002



Christie Jones [Signed]  
Christie Jones [Print Name]  
Notary Public in and for the State of  
Washington, residing at Kenon  
My commission expires 4-27-02

2002 020 4002455

Return Name and Address:  
AT&T Cable Services, formerly TCI  
ATTN: April Krebsler  
2316 S State St.  
Tacoma, WA 98405



TCI CABLE      AC      13.00

19991201000925

PAGE 001 OF 006  
12/01/1999 11:31  
KING COUNTY, WA

Please print or type information

<b>Document Title(s)</b> 1. MDU Service Agreement—Steeple Chase Condominiums 2. 3.
<b>Grantor(s)</b> 1. Steeple Chase Hill LLC 2. 3.
<b>Grantee(s)</b> 1. TCI Cablevision of Washington, INC. 2. 3.
<b>Legal Description</b> (abbreviated: i.e. lot, block, plat OR section, township, range, qtr.) Taxlot 46; see attached for full legal <input type="checkbox"/> Additional legal is on page <u>6</u> of document.
<b>Reference Number(s)</b> (Auditor File Numbers) of Documents assigned or released:  <input type="checkbox"/> Additional numbers on page _____ of document.
<b>Assessor's Property Tax Parcel/Account Number</b> 202305 9046 <input type="checkbox"/> Property Tax Parcel ID is not yet assigned. <input type="checkbox"/> Additional parcel numbers on page _____ of document.
The Auditor/Recorder will rely on the information provided on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information.

1999 120 1000925

Business Services Group  
TCI Cablevision of WA., Inc.  
4020 Auburn Way N  
Auburn, WA 98002

**MULTIPLE DWELLING UNIT SERVICE AGREEMENT**

**THIS AGREEMENT** ("Agreement") dated as of March 24, 1999 is made and entered into by and between TCI CABLEVISION OF WA., INC. ("Company"), and STEEPLE CHASE HILL LLC ("Owner"), which owns or has control over certain real estate and improvements commonly known as STEEPLE CHASE CONDOMINIUMS located at 1708 Grant Ave S., Renton, WA 98055 (the "Premises"), in Section 20, Township 23N, Range 05E, W.M., consisting of 60 units plus any units added or constructed in the future. A legal description of the Premises is attached hereto as Exhibit A. Parcel or Tax Account Number(s) 202305 9046. Company owns and operates a cable television system in Auburn, Washington (the "System") pursuant to a franchise agreement, permit or other legal authority to operate the System (as extended or renewed from time to time, the "Franchise"). Owner and Company desire to provide for Company's access to the Premises in order to operate the equipment necessary to provide multi-channel video programming and any other services that Company may lawfully provide (the "Services") to the Premises, on the terms and conditions provided herein. Therefore, the parties agree as follows:

1. **EASEMENTS; ACCESS.** Owner hereby grants, bargains and conveys to Company an irrevocable easement in gross across, under and over the Premises as necessary or desirable for the routing, installation, maintenance, service and operation of the Equipment (as hereinafter defined), and the marketing and provision of the Services. Owner agrees that Company may from time to time enter into various agreements or arrangements with its approved designees, agents or authorized vendors (collectively, the "Agents") and access to the Premises granted by Owner pursuant to this Section will extend to such Agents. Owner will cause its designated representatives to accompany employees or agents of Company into any unoccupied residential unit for the purpose of wiring such residential unit, if such wiring is required. After the Premises have been wired for the provision of Services, Owner will provide Company's employees and agents access to the Premises at reasonable times for the exercise of its easement rights hereunder. In addition to the other rights granted by Owner hereunder, upon termination of this Agreement, Owner hereby grants, bargains and conveys to Company the right to enter the Premises in order to remove the Equipment from the Premises if Company so desires.

2. **TYPE OF ACCOUNT; PROVISION OF SERVICES.**

Company will provide the Services to the Premises as follows:

(Check one)

Individual Rate Account: Company, or the Agents, will market and contract with individual residents of the Premises for all Services, and all arrangements for connecting, serving and billing residents of the Premises for the Services will be made directly between Company and such residents.

Bulk Rate Account: Company will market and contract with the Owner for certain of the Services in accordance with a Bulk Rate Addendum to be signed by Company and Owner. Company, or the Agents, will market and contract with individual residents of the Premises for all other Services, and all arrangements for connecting, serving and billing residents of the Premises for such other Services will be made directly between Company or the Agents, and such residents.

The Services will initially be provided as set forth above. During the term of this Agreement, the method of billing may be changed (i.e., from a bulk rate to an individual rate account and visa versa) without in any way affecting the validity of this Agreement.

1999 120 1000925

1999 120 1000925

*JG*

3. ~~OTHER SYSTEMS.~~ In consideration of Company's investment in the Equipment and other valuable consideration, for a period of time ending upon the earlier of (a) the date of termination of this Agreement or (b) the 7th (seventh) anniversary of the effective date of this Agreement, Owner will not, without the prior written consent of Company, operate or install or permit the operation or installation of any other antenna, receiver, converter, cable or other signal amplification system on the Premises for use in connection with television or radio equipment.

4. TERM. This Agreement will be effective on the date hereof and continue for a period of 20 years (the "Initial Term"), and thereafter shall ~~automatically renew~~ for terms of 6 MONTH TO MONTH ("Renewal Term"), unless either party gives the other written notice of non-renewal at least six months prior to the end of the Initial Term or then-effective Renewal Term, as appropriate.

COMPANY AND OWNER AGREE TO THE ADDITIONAL TERMS AND CONDITIONS APPENDED HERETO. THE PARTIES HAVE EXECUTED THIS AGREEMENT BY THEIR DULY AUTHORIZED REPRESENTATIVES.

OWNER:

STEEPLE CHASE HILL LLC

By: *Charlie Laboda VP*

Print Name: Charlie Laboda

Title: VP

Address: 3310 Fuchina Ave E.  
Seattle, WA 98102

Telephone: 328-3770

Telecopy: \_\_\_\_\_

COMPANY:

TCI CABLEVISION OF WA., INC.

By: *John Grismore 5-28-99*

Print Name: John Grismore

Title: Authorized Agent

Address: 22025 - 30th Ave SE  
Bothell, WA 98021

Telephone: (425) 398-6000

Telecopy: \_\_\_\_\_

STATE OF Washington )

COUNTY OF King ) ss

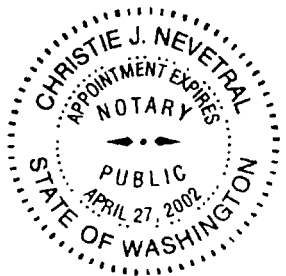
This instrument was acknowledged before me on March 24, 1999, by Charlie Laboda as Vice President of Steeple Chase Hill LLC.

Given under my hand and seal of office.

My commission expires: 4 27 00

[Seal]

*Christie J. Nevetral*  
Notary Public  
Notary Public  
Title

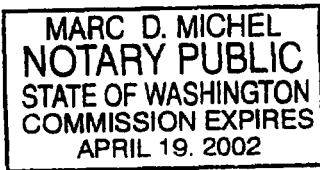


STATE OF WASHINGTON  
COUNTY OF SNOHOMISH

)  
) *SS*  
)

On MAY 28, 1999 before me, a Notary Public in and for said State, personally appeared **John B. Grismore**, known to me to an **Authorized Agent** of the corporation that executed the within Instrument, known to me to be the person who executed the within Instrument on behalf of the corporation therein named as COMPANY or OPERATOR, and acknowledged to me that such corporation executed the within Instrument pursuant to its by-laws or a resolution of its board of directors.

WITNESS my hand and official seal.



*Marc D. Michel*  
\_\_\_\_\_  
MARC D. MICHEL, Notary Public  
In and for the State of Washington  
Residing at: Bellevue, WA  
My Commission Expires:  
**April 19, 2002**

1999 120 1000925



**EXHIBIT A**  
**To**  
**MULTIPLE DWELLING UNIT SERVICE AGREEMENT**  
**dated**  
March 26, 1999  
**between**  
**TCI CABLEVISION OF WASHINGTON, INC.**  
**and**  
**STEEPLE CHASE HILL LLC**

**Legal Description**

**MetroScan Full Legal**

**APN:202305 9046**

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STR 202305 TAXLOT 46 BEG 635.58 FT S OF CEN OF SEC TH S 2897.76 FT TH W 606.58  
FT TH N 25-43-18 E 326.16 FT TH E 467.02 FT TO BEG LESS C/M RGTS

1999 120 1000925

**EXHIBIT B**  
**To**  
**MULTIPLE DWELLING UNIT SERVICE AGREEMENT**  
**dated**  
 March 26, 1999  
**between**  
**TCI CABLEVISION OF WASHINGTON, INC.**  
**and**  
**STEEPLE CHASE HILL LLC**

**Modifications:**

This modification is hereby made a part of and incorporated in the Multiple Dwelling Unit Service Agreement. In the event of any conflict between the provisions of this modification and the Multiple Dwelling Unit Service Agreement, the provisions of this modification shall control.

1. Owner agrees not to enter into any bulk rate or bulk billing agreement with another multichannel video program distributor during the Initial Term or any Renewal Term of the Agreement.

1999 120 1000925

**OWNER:**  
**STEEPLE CHASE HILL LLC**

By: Charlie Labala VP  
 Signature Date

Charlie Labala  
 Print Name

Its: VP

**OPERATOR:**  
**TCI CABLEVISION OF WASHINGTON, INC.**

By: John Grismore 5-28-99  
 Signature Date

John Grismore  
 Print Name

Its: Authorized Agent

Record Date:2/7/2020 9:29 AM

Electronically Recorded King County, WA

**Return To:**

Document Management  
Quicken Loans Inc.  
1050 Woodward Ave  
Detroit, MI 48226-1906

**Assessor's Parcel or Account Number:** 7988500150

**Abbreviated Legal Description:** UNIT E-101, BUILDING E, STEEPLE CHASE HILL, A CONDOMINIUM, VOLUME 159,

*(Include lot, block and plat or section, township and range)* Full legal description located on Exhibit "A".

**Trustee:** First American Title

Additional Grantees located on page 2.

---

66851695 -5418033 Deed of Trust 3442319899

---

**MIN:** 100039034423198995

**DEFINITIONS**

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

- (A) "Security Instrument" means this document, which is dated January 23, 2020 , together with all Riders to this document.
- (B) "Borrower" is David Phillips, an unmarried man

Borrower is the trustor under this Security Instrument.

- (C) "Lender" is Quicken Loans Inc.



Lender is a Corporation  
organized and existing under the laws of the State of Michigan  
Lender's address is 1050 Woodward Ave, Detroit, MI 48226-1906

Lender is the beneficiary under this Security Instrument.

- (D) "Trustee" is First American Title
- (E) "MERS" is the Mortgage Electronic Registration Systems, Inc. Lender has appointed MERS as the nominee for Lender for this Loan, and attached a MERS Rider to this Security Instrument, to be executed by Borrower, which further describes the relationship between Lender and MERS, and which is incorporated into and amends and supplements this Security Instrument.
- (F) "Note" means the promissory note signed by Borrower and dated January 23, 2020 .  
The Note states that Borrower owes Lender Two Hundred Fifty Eight Thousand Nine Hundred Twenty Eight and 00/100  
Dollars (U.S. \$ 258,928.00 ) plus interest. Borrower has promised  
to pay this debt in regular Periodic Payments and to pay the debt in full not later than  
February 1, 2047 .
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.
- (I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):
 

<input type="checkbox"/> Adjustable Rate Rider	<input checked="" type="checkbox"/> Condominium Rider	<input type="checkbox"/> Second Home Rider
<input type="checkbox"/> Balloon Rider	<input type="checkbox"/> Planned Unit Development Rider	<input type="checkbox"/> 1-4 Family Rider
<input type="checkbox"/> VA Rider	<input type="checkbox"/> Biweekly Payment Rider	<input checked="" type="checkbox"/> Other(s) [specify] Legal Attached MERS Rider
- (J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.
- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.



- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. Section 2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

**TRANSFER OF RIGHTS IN THE PROPERTY**

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the  
County of King  
*(Type of Recording Jurisdiction)* of *(Name of Recording Jurisdiction)*

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.  
SUBJECT TO COVENANTS OF RECORD.



**Parcel ID Number:** 7988500150 which currently has the address of  
1500 S 18th St. Apt E101 (Street)  
Renton (City), Washington 98055-5509 (Zip Code)  
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

**BORROWER COVENANTS** that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

**UNIFORM COVENANTS.** Borrower and Lender covenant and agree as follows:

- 1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.**  
Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.



- 2. Application of Payments or Proceeds.** Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

- 3. Funds for Escrow Items.** Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.



Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

- 4. Charges; Liens.** Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.





Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

- 5. Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on



such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
7. **Preservation, Maintenance and Protection of the Property; Inspections.** Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. **Borrower's Loan Application.** Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or



failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

**9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument.**

If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

- 10. Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount



and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

**11. Assignment of Miscellaneous Proceeds; Forfeiture.** All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the



work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.



All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound.** Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

- 14. Loan Charges.** Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.



- 15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.
- As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.
- 17. Borrower's Copy.** Borrower shall be given one copy of the Note and of this Security Instrument.
- 18. Transfer of the Property or a Beneficial Interest in Borrower.** As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to



pay these sums prior to the expiration of this period. Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

- 19. Borrower's Right to Reinstate After Acceleration.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.
- 20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph.





The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

- 21. Hazardous Substances.** As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

**NON-UNIFORM COVENANTS.** Borrower and Lender further covenant and agree as follows:

- 22. Acceleration; Remedies.** Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property at public auction at a date not less than 120 days in the future. The notice shall further inform Borrower of the right to reinstate after acceleration, the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale, and any



other matters required to be included in the notice by Applicable Law. If the default is not cured on or before the date specified in the notice, Lender at its option, may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and/or any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Trustee and Lender shall take such action regarding notice of sale and shall give such notices to Borrower and to other persons as Applicable Law may require. After the time required by Applicable Law and after publication of the notice of sale, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of the Property for a period or periods permitted by Applicable Law by public announcement at the time and place fixed in the notice of sale. Lender or its designee may purchase the Property at any sale.


Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it or to the clerk of the superior court of the county in which the sale took place.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs and the Trustee's fee for preparing the reconveyance.
24. **Substitute Trustee.** In accordance with Applicable Law, Lender may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.
25. **Use of Property.** The Property is not used principally for agricultural purposes.
26. **Attorneys' Fees.** Lender shall be entitled to recover its reasonable attorneys' fees and costs in any action or proceeding to construe or enforce any term of this Security Instrument. The term "attorneys' fees," whenever used in this Security Instrument, shall include without limitation attorneys' fees incurred by Lender in any bankruptcy proceeding or on appeal.



**ORAL AGREEMENTS OR ORAL COMMITMENTS TO LOAN MONEY, EXTEND CREDIT, OR TO FORBEAR FROM ENFORCING REPAYMENT OF A DEBT ARE NOT ENFORCEABLE UNDER WASHINGTON LAW.**

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

  
\_\_\_\_\_  
David Phillips 01/23/2020 (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.



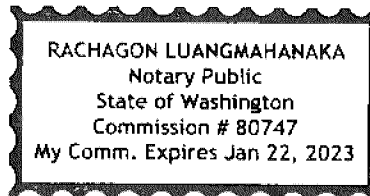
**Acknowledgment**

State of Washington

County of King

I certify that I know or have satisfactory evidence that David Phillips

is/are the person(s) who appeared before me, and said person(s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.



Dated: January 23, 2020

Notary Public in and for the State of Washington

RACHAGON LUANGMAHANAKA  
My commission expires: JAN 22, 2023

Residing at BENTON

Loan Origination Organization: Quicken Loans Inc.

NMLS ID: 3030

Loan Originator: Maria A Hawat

NMLS ID: 1699117



# Mortgage Electronic Registration Systems, Inc. Rider (MERS Rider)

3442319899

THIS MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. RIDER ("MERS Rider") is made this 23rd day of January, 2020, and is incorporated into and amends and supplements the Deed of Trust (the "Security Instrument") of the same date given by the undersigned (the "Borrower," whether there are one or more persons undersigned) to secure Borrower's Note to Quicken Loans Inc.

("Lender") of the same date and covering the Property described in the Security Instrument, which is located at:  
1500 S 18th St, Apt E101  
Renton, WA 98055-5509  
(Property Address)

In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree that the Security Instrument is amended as follows:

## A. DEFINITIONS

1. The Definitions section of the Security Instrument is amended as follows:

"Lender" is Quicken Loans Inc.

Lender is a Corporation organized and existing under the laws of the State of Michigan. Lender's address is 1050 Woodward Ave Detroit, MI 48226-1906. Lender is the beneficiary under this Security Instrument. The term "Lender" includes any successors and assigns of Lender.

"MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is the Nominee for Lender and is acting solely for Lender. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. MERS is appointed as the Nominee for Lender to exercise the rights, duties and obligations of Lender as Lender may from time to time direct, including but not limited to appointing a successor trustee, assigning, or releasing, in whole or in part this Security Instrument, foreclosing or directing Trustee to institute foreclosure of this Security Instrument, or taking such other actions as Lender may deem necessary or appropriate under this Security Instrument. The term "MERS" includes any successors and assigns of MERS. This appointment shall inure to and bind MERS, its successors and assigns, as well as Lender, until MERS' Nominee interest is terminated.

2. The Definitions section of the Security Instrument is further amended to add the following definition:

"Nominee" means one designated to act for another as its representative for a limited purpose.

## B. TRANSFER OF RIGHTS IN THE PROPERTY

The Transfer of Rights in the Property section of the Security Instrument is amended to read as follows:

This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under

5026471855

MERS RIDER-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT  
Bankers System<sup>SM</sup> VMP<sup>SM</sup>  
Wolters Kluwer Financial Services

Form 3158 4/2014  
VMP315R (1404) 00  
Page 1 of 4



q03442319899 2098 245 0104

this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the  
County of King ;  
(Type of Recording Jurisdiction) (Name of Recording Jurisdiction)

which currently has the address of 1500 S 18th St, Apt E101  
(Street)  
Renton, Washington 98055-5509  
(City) (State) (Zip Code)  
("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

Lender, as the beneficiary under this Security Instrument, designates MERS as the Nominee for Lender. Any notice required by Applicable Law or this Security Instrument to be served on Lender must be served on MERS as the designated Nominee for Lender. Borrower understands and agrees that MERS, as the designated Nominee for Lender, has the right to exercise any or all interests granted by Borrower to Lender, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, assigning and releasing this Security Instrument, and substituting a successor trustee.

**C. NOTICES**

Section 15 of the Security Instrument is amended to read as follows:

**15. Notices.** All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Borrower acknowledges that any notice Borrower provides to



Lender must also be provided to MERS as Nominee for Lender until MERS' Nominee interest is terminated. Any notice provided by Borrower in connection with this Security Instrument will not be deemed to have been given to MERS until actually received by MERS. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

**D. SALE OF NOTE; CHANGE OF LOAN SERVICER; NOTICE OF GRIEVANCE**

Section 20 of the Security Instrument is amended to read as follows:

**20. Sale of Note; Change of Loan Servicer; Notice of Grievance.** The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. Lender acknowledges that until it directs MERS to assign MERS' Nominee interest in this Security Instrument, MERS remains the Nominee for Lender, with the authority to exercise the rights of Lender. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.


**E. SUBSTITUTE TRUSTEE**

Section 24 of the Security Instrument is amended to read as follows:

**24. Substitute Trustee.** In accordance with Applicable Law, Lender or MERS may from time to time appoint a successor trustee to any Trustee appointed hereunder who has ceased to act. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.



BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this MERS Rider.

  
\_\_\_\_\_  
David Phillips 01/23/2020 (Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

\_\_\_\_\_  
(Seal)  
-Borrower

Refer to the attached *Signature Addendum* for additional parties and signatures.





MERS MIN: 100039034423198995

3442319899

### CONDOMINIUM RIDER

THIS CONDOMINIUM RIDER is made this 23rd day of January, 2020, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to Quicken Loans Inc.

(the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

1500 S 18th St, Apt E101  
Renton, WA 98055-5509  
[Property Address]

The Property includes a unit in, together with an undivided interest in the common elements of, a condominium project known as:

Steeple Chase Hill  
[Name of Condominium Project]

(the "Condominium Project"). If the owners association or other entity which acts for the Condominium Project (the "Owners Association") holds title to property for the benefit or use of its members or shareholders, the Property also includes Borrower's interest in the Owners Association and the uses, proceeds and benefits of Borrower's interest.

**CONDOMINIUM COVENANTS.** In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

**A. Condominium Obligations.** Borrower shall perform all of Borrower's obligations under the Condominium Project's Constituent Documents. The "Constituent Documents" are the: (i) Declaration or any other document which creates the Condominium Project; (ii) by-laws; (iii) code of regulations; and (iv) other equivalent documents. Borrower shall promptly pay, when due, all dues and assessments imposed pursuant to the Constituent Documents.

**B. Property Insurance.** So long as the Owners Association maintains, with a generally accepted insurance carrier, a "master" or "blanket" policy on the Condominium Project which is satisfactory to Lender and which provides insurance coverage in the amounts (including deductible levels), for the periods, and against loss by fire, hazards included within the term "extended coverage," and any other hazards, including, but not limited to, earthquakes and floods, from which Lender requires insurance, then: (i) Lender waives the provision in

**MULTISTATE CONDOMINIUM RIDER - Single Family - Fannie Mae/Freddie Mac UNIFORM INSTRUMENT** 5026471860

Form 3140 1/01

Wolters Kluwer Financial Services

VMP®-8R (0810)

Page 1 of 3

Initials: DP



q03442319899 0153 246 0103

Section 3 for the Periodic Payment to Lender of the yearly premium installments for property insurance on the Property; and (ii) Borrower's obligation under Section 5 to maintain property insurance coverage on the Property is deemed satisfied to the extent that the required coverage is provided by the Owners Association policy.

What Lender requires as a condition of this waiver can change during the term of the loan.

Borrower shall give Lender prompt notice of any lapse in required property insurance coverage provided by the master or blanket policy.

In the event of a distribution of property insurance proceeds in lieu of restoration or repair following a loss to the Property, whether to the unit or to common elements, any proceeds payable to Borrower are hereby assigned and shall be paid to Lender for application to the sums secured by the Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

**C. Public Liability Insurance.** Borrower shall take such actions as may be reasonable to insure that the Owners Association maintains a public liability insurance policy acceptable in form, amount, and extent of coverage to Lender.

**D. Condemnation.** The proceeds of any award or claim for damages, direct or consequential, payable to Borrower in connection with any condemnation or other taking of all or any part of the Property, whether of the unit or of the common elements, or for any conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender. Such proceeds shall be applied by Lender to the sums secured by the Security Instrument as provided in Section 11.

**E. Lender's Prior Consent.** Borrower shall not, except after notice to Lender and with Lender's prior written consent, either partition or subdivide the Property or consent to: (i) the abandonment or termination of the Condominium Project, except for abandonment or termination required by law in the case of substantial destruction by fire or other casualty or in the case of a taking by condemnation or eminent domain; (ii) any amendment to any provision of the Constituent Documents if the provision is for the express benefit of Lender; (iii) termination of professional management and assumption of self-management of the Owners Association; or (iv) any action which would have the effect of rendering the public liability insurance coverage maintained by the Owners Association unacceptable to Lender.

**F. Remedies.** If Borrower does not pay condominium dues and assessments when due, then Lender may pay them. Any amounts disbursed by Lender under this paragraph F shall become additional debt of Borrower secured by the Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.





EXHIBIT A - LEGAL DESCRIPTION

Tax Id Number(s): 7988500150

Land situated in the City of Renton in the County of King in the State of WA

UNIT E-101, BUILDING E, OF STEEPLE CHASE HILL, A CONDOMINIUM RECORDED IN VOLUME 159 OF CONDOMINIUMS, PAGES 1 THROUGH 4, INCLUSIVE, ACCORDING TO THE DECLARATION THEREOF, RECORDED UNDER KING COUNTY RECORDING NO. 19990915002208, AND ANY AMENDMENTS THERETO;

SITUATE IN THE CITY OF RENTON, COUNTY OF KING, STATE OF WASHINGTON.

Commonly known as: 1500 S 18th St Apt E101, Renton, WA 98055-5509

THE PROPERTY ADDRESS AND TAX PARCEL IDENTIFICATION NUMBER LISTED ARE PROVIDED SOLELY FOR INFORMATIONAL PURPOSES

*DP*



20110315000994

WASHINGTON STA NFL 0.00  
PAGE-001 OF 001  
03/15/2011 14:47  
KING COUNTY, WA

DIVISION OF CHILD SUPPORT  
PO Box 11520  
Tacoma WA 98411-5520

STATE OF WASHINGTON  
DEPARTMENT OF SOCIAL AND HEALTH SERVICES  
DIVISION OF CHILD SUPPORT (DCS)

**NOTICE AND STATEMENT OF LIEN**

Grantor or Debtor: DAVID LEVIS PHILLIPS, also known as or  
doing business as: DAVID L REED,  
DAVID LOTT REED,  
SSN: XXX-XX-7976 DOB: 04/24/1971

Grantee or Creditor: The Department of Social and Health Services (DSHS).

Legal Description:

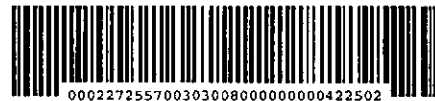
Assessor's Property Tax Parcel Account Number: \_\_\_\_\_

Child support payments, not paid when due, are judgments and accrue to the lien amount.  
DSHS claims that the debtor named above owes past-due child support. The Division of Child  
Support (DCS) files a lien in the amount of \$ 32,339.29 in KING County on:

- All real and personal property of the debtor named above except Tribal Trust property.
- Only the property described in the Legal Description section above.

March 07, 2011  
Date  
(253) 597-3700  
Telephone Number

D TREVINO  
Authorized Representative  
DIVISION OF CHILD SUPPORT  
D TREVINO  
Person to Contact



In reply, refer to:  
Case #: 2272557

FG VER: (1.4)  
3024:03072011/  
2272557 / 3024