

815590

DECLARATION OF CONDOMINIUM

establishing
LAKE CHELAN SHORES,
a condominium

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CHELAN SHORES
WENATCHEE
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LAKE TAPPS DEVELOPMENT COMPANY, INC., whose principal office is located at Suite 326, 1414 Dexter Avenue North, Seattle, Washington, hereby declares the hereinafter described property, together with the buildings and improvements erected or to be erected thereon, to be condominium property, and it is hereby submitted to, and shall be subject to, the provisions of The Horizontal Property Regimes Act of the State of Washington (RCW Chapter 64.32), and as they may be hereinafter amended or supplemented by subsequent legislation. The hereinafter described property shall be subject to the uses, purposes, restrictions, covenants, and administrative authority as herein set forth.

Section 1. Definitions.

(A) All terms used herein which are defined in The Horizontal Property Regimes Act of the State of Washington (RCW Chapter 64.32), which is hereinafter called the "Act", shall have the same meaning as in the Act. Certain terms used herein have been substituted for certain terms defined in the Act, which terms have identical meanings and are reciprocally related, as follows:

- I. "Unit" means "apartment"; "time sharing unit (TSU) or fractional interest" means "an undivided one-twelfth interest or more held in common with other interests of a given unit";
- II. "Unit number" means "apartment number";
- III. "Unit owner" means "sole owner of units, a unit, or fractional owner of a unit (excluding, however, contract vendors, lessees, licensees, or occupants)"; a "Fractional owner", also known as "T.S.O. (time sharing owner)" is "any person holding an undivided fractional interest in common with one or more persons";
- IV. "Association" means "association of unit owners, which shall be known as the 'Lake Chelan Shores Homeowners Association'"; "Time Share Association" shall mean The Lake Chelan Shores Time Share Association, a non-profit corporation in which all T.S.O.'s are members by virtue of the terms of this declaration.

- V. "Time Share Management Agreement" shall mean that certain agreement or agreements executed by the Time Share Association and a Time Share Manager for the management of the time share units;
- VI. "Common areas" means "common areas and facilities", including all personal property purchased by the Association for common areas;
- VII. "Limited common areas" means "limited common areas and facilities, including all personal property purchased by the Association for the units";
- VIII. "Majority of interests" means "majority" or "majority of unit owners";
- IX. "Condominium" shall mean "the property, the units, their uses and purposes, and the administration thereof as established under this Declaration";
- X. "Percentage interest" shall mean "the percentage of undivided interest in the common areas and facilities appertaining to each unit and its owner for all purposes, including voting";
- XI. "Majority vote" shall mean "the majority of percentage interest vote cast by the owners at a meeting of the Association at which a quorum shall be present";
- XII. "Declarant (or Sponsor) of this Condominium" means "Lake Tapps Development Company, Inc., its successors or assigns";
- XIII. "Mortgagee" shall mean "lien holder under a mortgage or deed of trust".

Section 2. Name and Address. The Condominium shall be identified as "Lake Chelan Shores" and its address shall be Chelan, Washington, located on the northeastern edge of the city, west of the Chelan-Mason Highway (SR 150).

Section 3. Legal Description of Land. The legal description of the land is attached hereto as Exhibit "A", and by this reference made a part hereof.

Section 4. Surveyor's Map. A Surveyor's Map showing the surface of the land hereby submitted to the provisions of the Act, which shows the location of the buildings constructed or to be con-

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structed thereon, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and the limited common areas, is filed of record contemporaneously herewith in the Office of the Auditor of Chelan County, Washington, under Auditor's Receiving Number 815589, in Volume 10 of Condominiums, pages 1 through 17. Said Surveyor's Map is by this reference incorporated as a part hereof as though herein set forth in full. Prior to the conveyance of any unit, a verified statement by a Registered Architect, Registered Professional Engineer, or Registered Land Surveyor shall certify that the plans theretofore filed fully and accurately depict the unit numbers and the dimensions and location of the units as built, all in accordance with RCW 64.32.100.

Section 5. Description of Buildings.

(A) The Buildings of the Lake Chelan Shores Condominium submitted to this Declaration consist of nine buildings containing a total of forty-seven (47) residential condominium apartment units together with detached carports and other improvements including but not limited to swimming pool, administration building and two (2) enclosed racket ball courts. The locations of the buildings and the other improvements are specifically shown on Surveyor's Map prepared by Sibold and Associates.

(B) Building One contains six units, 1 through 6, together with six carports adjacent thereto.

Building Two contains four units, 1 through 4, together with four carports adjacent thereto.

Building Three contains eight units, 1 through 8, together with eight carports adjacent thereto.

Building Four contains six units, 1 through 6, together with six carports adjacent thereto.

Building Five contains five units, 1 through 5, together with five carports adjacent thereto.

Building Six contains five units, 1 through 5, together with five carports adjacent thereto.

Building Seven contains four units, 1 through 4, together with four carports adjacent thereto.

Building Eight contains eight units, 1 through 8, together with eight carports adjacent thereto.

Building Nine contains one unit with garage adjacent thereto.

The administration building and the racket ball courts are located in the northeast corner of the property. The swimming pool is centrally located on the property.

(C) All buildings are wood frame construction on concrete foundation, having red tile roofs and stucco finish.

(D) Phases II, III and IV may be added to this Declaration and become part of the Property, as provided in Section 7 hereof.

Section 6. Description of Units and Values.

(A) The value of the property (Phase I only) shall be \$5,008,250.

(B) The total value of the property in Phase I, unit number, square footage, the value in the undivided interest in the common areas and facilities of each unit are as set forth in Exhibit "B" attached hereto and made a part hereof, and the Surveyor's Map referred to above and filed contemporaneously herewith, the latter being incorporated herein by this reference. The location of each unit shall be as delineated on Surveyor's Map.

(C) Each of the units of Phase I shall contain the following common attributes: one bathroom, kitchen, fireplace, a bedroom and/or a combination bedroom/living room area. A description of each unit by type is attached hereto as Exhibit "C" and by this reference incorporated herein in full.

(D) Access to the common areas and facilities to each unit in Phase I is direct from each unit by walkways and roadways to the common areas and facilities. In addition, all units shall have access to the shores of Lake Chelan and to the Chelan-Mason Highway (SR 150).

(E) The description of the units' values for subsequent phases, if any, shall be set forth and filed in the form of an amendment to this Declaration at the time any of said Phases II, III and IV are submitted to the Act under this Declaration. The declarant shall have the absolute right to amend this Declaration only as to adding subsequent phases as herein provided without the approval of the owners. The declarant or its successors and/or assigns shall further have the absolute right to develop subsequent phases, if any, in any order the declarant sees fit.

Section 7. Development Phases and Unit Percentage Interest.

(A) Phase I - The first phase constitutes the 47 apartment units together with other improvements fully described in Section 5 above on land described in Exhibit "A".

(B) Subsequent Phases - The complete project of Declarant is for the phased development of the real property described in Exhibit "A" as a recreationally oriented condominium of 139 apartment units with marina, tennis and racket ball courts and other amenities. Phase II shall consist of the construction of 32 apartment units on the northerly portion of the site described in Exhibit "A" together with tennis courts and other amenities.

Phase III shall consist of the construction of 40 apartment units on the easterly portion of the (total) site described in Exhibit "A" together with marina with approximately 40 boat moorages, swimming pool and other amenities.

Phase IV shall consist of the construction of 20 apartment units in the middle of the total site described in Exhibit "A".

Declarant shall have the right to proceed with Phases II, III and IV at its sole discretion. Nothing contained herein shall be construed to be an obligation of Declarant to proceed with Phase II, III or IV or to construct any of the other improvements pertaining thereto as described above.

(C) Architectural Conformity. All of the subsequent phases, if any, provided for herein, shall be completed in a form that is architecturally compatible with Phase I, and shall be constructed with materials and workmanship that is equal to that of Phase I.

(D) Integration Plan for Subsequent Phases. The undivided interest in the common areas and facilities for each apartment unit for Phase I shall be in accordance with exhibit "B" attached hereto.

For the purpose of computing the undivided interest of the apartment unit owners in the common areas and facilities upon the integration of phases of development, each phase shall be assigned a number of points equal to the standard construction measure of square feet of floor space in such phase, as determined by Declarant.

The number of square feet for all of the apartment units for Phase I is 36,546 with a total value of \$5,008,250, which equals an average value of \$126.64 per square foot.

For the purpose of partial defeasance upon the merger of phases, the total number of square feet for any subsequent phase shall be multiplied by the average square foot value for Phase I (\$126.64). The resultant value shall be the declared value of the subsequent phase which shall be added with the total declared value of Phase I, or the combination of value of prior integration of phases. The percentage of undivided interest in the common areas and facilities for each apartment unit shall be computed as a percentage of the combined phase values.

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The maximum possible value if all four phases are completed will not exceed 20 million dollars.

For example: If apartment unit #1 had a declared value of \$100,000 in Phase I, having a total declared value of \$2,000,000.00 for all of the units, Apt. Unit #1 would have an undivided percentage ownership interest of 5% ($\$100,000 \div \$2,000,000 = .05$).

If Phase II had a total declared value of \$1,000,000, Phases I and II would have a combined total value of \$3,000,000. Apartment unit #1's adjusted percentage of undivided ownership interest in Phases I and II combined would be 3.333% ($\$100,000 \div \$3,000,000 = .03333$).

Upon the determination of the total value of any subsequent phase, Declarant reserves the right to allocate and assign apartment unit values in any subsequent phase in its sole discretion solely for the purpose of determining total phase values for partial defeasance upon merger of phases.

(E) All unit owners and fractional owners, for themselves, and for and on behalf of their respective heirs, successors and assigns, hereby acknowledge and agree:

(1) That this Declaration, together with the Survey Map and plans, 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 plans are binding upon the Condominium, each of the units located therein, and all of the rights appurtenant thereto, and upon the various 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 interest therein.

(2) That, without limiting the generality of the foregoing, all rights with respect to the possession, use, enjoyment, management, and disposition of the Condominium, the various units located therein, all appurtenances thereto and interest therein, shall be governed by the provisions hereof.

(3) That, without limiting the generality of the foregoing, all rights with respect to the use, possession, enjoyment, management or disposition of a unit itself, which unit owners or fractional owners might otherwise have (including, but not limited to, any common law or statutory right to jointly use, possess or manage commonly owned property, or to seek a partition by division in kind, or sale of the whole), and which right would be inconsistent with any of the provisions hereof, are hereby unconditionally and irrevocably waived.

(4) No unit or fractional owner, nor anyone dealing for or on behalf of such owner, or through or in connection with any interest of such owner, has any right to take any action which would be inconsistent or interfere with any other unit, or fractional owner's rights hereunder, with respect to the use, possession, enjoyment, management or disposition of the condominium, or such other owner's interest therein.

Section 8. Fractional Interests

(A) Time Sharing. The owner of any unit (including the Declarant) in a building designated a time share building (TSB) shall have the right to sell and convey fractional interests of any unit in one-twelfth undivided interests, to be held in common with other fractional interests of a given unit, with an equivalent undivided percentage interest in the common area and facilities appertaining to said unit. Along with the undivided fractional interests, there shall be an exclusive right of possession and occupancy of said fractional owner one full week out of every twelve. For each unit with fractional interests, said fractional interests shall be designated as "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K" and "L", respectively. Said exclusive right of possession and occupancy shall continue on a like rotating basis as long as any one owns a fractional interest in a unit. The schedule for establishing the basis for the rotation is attached hereto and marked Exhibit "D". The Board of Directors for the Time Share Association shall be solely responsible for determining check-in- and check-out times.

(B) Fractional Owners' Real Estate Taxes. The Chelan County officials are hereby authorized to bill real estate taxes to the fractional owners directly for their respective fractional interest or interests. Upon the first sale of any fractional interest, as provided for herein, the purchaser of said fractional interest shall be required to segregate the real estate taxes with the Chelan County Assessor's office.

Section 9. Description of the Common Areas

(A) In addition to the common areas and facilities, as set forth in the Horizontal Property Regimes Act (RCW 64.32.010(6)) the Condominium shall contain the following: outdoor recreational areas, roadway, walkways, beach and dock, parking spaces, water and sewer systems and facilities and distribution lines, swimming pool(s), tennis courts, racket ball courts, administration building and marina, all as depicted and set forth on the Surveyor's Map referred to above. At the present time the marina consists of a boat launch ramp and dock with nine boat slips. It is the intent of Declarant to expand the dock facilities to accommodate 31 additional boat slips. The dock facilities and the boat slips are designed and intended for "Day Use" only, subject to regulation of the Board and joint use of the facility by the owners of lots in Lake Chelan Hills.

Section 10. Description of the Limited Common Areas

(A) The limited common areas shall consist of a parking space, storage, and patios or lanais for each unit, all of which are depicted

on the Surveyor's Map described in Section 4, above, and by this reference made a part hereof. Each limited common area is depicted on said Map, with reference to the building and unit number to which it appertains. Said limited common area is reserved for the sole use at all times by the owner or owners of said unit..

(B) All personal property for the furnishing and equipping of any of the time share apartment units and common areas shall be purchased or leased by or for the Association. Each owner shall pay his proportionate share of the original cost of the furnishings in his unit, in the same manner as set forth in subsection (C) below.

(C) All charges which are chargeable to a given unit, such as electricity, which is metered, shall be paid by the owners of each unit in accordance with each owner's interest in said unit, i.e., if an owner has a one-twelfth interest in a unit, said owner shall be charged one-twelfth of the cost assessable solely to said unit.

(D) As each unit in subsequent Phases is occupied for its intended use for one day or more, said unit shall be assessed by the Association for common expenses and those specific expenses defined in subparagraph (C) above. Until such time, the Declarant shall be responsible for all actual expenses incurred during the construction of said units and during the period the units are unoccupied. The Board shall determine the amount of said expenses.

Section 11. Purpose, Use and Authority. The Property shall be used for residential, recreational and related purposes, or as otherwise approved by the Board.

Section 12. By-Laws and Administration - Home Owners Association.

(A) The Declarant, as the original owner of all of the units, contemporaneously with the recording of a verified statement by a Registered Engineer or Registered Architect, certifying that said Surveyor's Map and Building Plans accurately depict the layout, location and dimensions of the units as built, shall adopt the By-Laws, a copy of which is attached hereto as Exhibit "E", and by this reference made a part hereof, for the management and administration of the Property and the units.

(B) Without the written permission of Declarant, Exhibit "E" shall not be amended until such time as 75% of all phases have been conveyed to purchasers, or two years have elapsed between the time of completion of any Phase (as provided for herein), and the beginning of construction of a subsequent Phase, whichever occurs first.

(C) At such time as subparagraph (B) above is no longer applicable, the By-Laws may be amended by an affirmative majority vote cast at any duly held meeting at which a quorum of not less than 25% of the total percentage interests is present; provided, that written notice containing the proposed amendments to the By-Laws be given by first class mail to all unit owners not less than

ten (10), nor more than thirty (30), days in advance of said meeting.

(D) The By-Laws shall provide for the election of a Board of Directors, hereinafter referred to as "Board", from among the unit owners who shall have broad powers and duties to administer and govern the business affairs of the Association.

(E) The Board may employ and authorize a Manager, or contract with and authorize a Managing Agent, to perform managerial and administrative duties. The Board shall determine the necessity of and the amount of any bond to be required of the Manager or Managing Agent.

(F) All Time Share Owners shall be members of the Time Share Association in addition to being members of the Home Owners Association. The Time Share Association shall adopt By-Laws (Exhibit "F" attached hereto) and by and through itself and a Time Share Manager, regulate and administer the activities related solely to the management of time share units.

Section 13. Authority and Duties of the Associations.

(A) The Home Owners Board shall have full authority and the duty to determine, establish, and administer all policies, rules and regulations governing the uses, purposes, and maintenance of the Property and the units; and govern the business affairs of the Association relating to the owners' personal occupancy and use of the Units and the Property; except for such authority as by the Act, or by this Declaration, or by the By-Laws, may not be delegated to the Board. Said authority and duties shall include, but are not limited to:

- (1) The determination of the type of activities to be conducted in the common areas, and the allocation of space thereto;
- (2) The establishing of all house rules and regulations pertaining to the use of the common facilities;
- (3) The leasing or purchasing for cash or on terms on behalf of, and in the name of, the Association, of the personal property and fixtures for furnishing and equipping of the common areas and the units;
- (4) Repairing, maintaining, and replacing of the personal property in the common areas and the limited common property areas and the units;
- (5) The employment or dismissal of personnel, and the contracting for professional services, as necessary for the efficient management, maintenance and operation of the Condominium;

(6) Keep a listing of all mortgagees of record, provided said mortgagees advise the Association of their mortgage, and to give notice to said listed mortgagees at the same time and in the same manner as required by the Board for the Owners. Said mortgagees shall have the right to inspect records of the Association at reasonable times;

(7) Audits shall be provided yearly, as set forth in the Act (RCW 64.44.170).

(B) The Board of the Time Share Association shall be responsible for the administration of the Time Share Plan and the regulation of the use of the Time Share Units. Specifically, the Board by itself or through a Manager is responsible for all the management of Time Share Ownership and incidents thereto including, but not limited to, check-in/check-out services, laundry services, maid/cleaning services, repair or replacement of personal property, fixtures and equipment, and the collection of time share expenses not relating to common expenses applicable to all owners.

Section 14. Common Expenses. The common expenses shall be charged to the unit owner and fractional owners according to the percentage of their undivided interest in the common areas and facilities, as more particularly provided for in the By-Laws, and in accordance with the Act.

Section 15. Limited Common Personalty Expenses. The expense for purchase, maintenance and replacement of the limited common personalty shall be charged and assessed by the Association in accordance with Section 14, except as provided in Section 10 (b) above. Any damage, other than normal wear and tear, created by any unit owner shall be assessed against said owner, and be said owner's personal responsibility for repairing or replacing of any damaged personal property.

Section 16. Monthly Assessments.

(A) Unit owners are obligated to pay monthly assessments imposed by the Associations on owners to meet all common expenses of the Property, including operations, maintenance, and reserves (for long term maintenance and emergencies), of common areas and limited common areas, and which include premiums on insurance policies, including (but not limited to) liability insurance and property damage insurance to cover loss due to wind, fire, earthquake, or other hazard. The assessment shall be made according to the percentage interest of each unit owner.

Such assessments shall include monthly payments to a general operation reserve and reserve fund for replacements and payment of limited common personalty, for which provision shall be made in the By-Laws. Assessments shall be payable in advance on the first day of each month, and shall bear interest at the rate of 13 per month if not paid on or before the tenth day of the month for which the same are due.

Section 17. Collection of Assessments.

(A) Security Deposit. Should a unit owner be delinquent paying his monthly assessments, the Board of Directors of the Association may, in its discretion, require such owner, from time to time, to make a security deposit not in excess of three months' estimated monthly assessments, which may be collected as are other assessments. Such deposits shall be held in a separate fund, credited to such owner, and resort may be had thereto at any time when such owner is ten (10) days or more delinquent in paying his monthly or other assessment.

(B) Foreclosure of Assessment Lien - Attorney's Fee and Costs. In any action to foreclose a lien on any unit for non-payment of delinquent assessments, any judgment in favor of the Association rendered therein shall include a reasonable sum for attorney's fees, and all costs and expenses reasonably incurred in preparation for and in the prosecution of said action, in addition to taxable costs permitted by law.

Section 18. Rental during Foreclosure. From the time of commencement of any action to foreclose a lien against any unit for non-payment of delinquent assessments, the owner of such unit shall pay to the Association the reasonable rental value of such unit to be fixed by the Board of Directors of the Association, and the plaintiff in any such foreclosure action shall be entitled to the appointment of a receiver to collect the same.

Section 19. Reconstruction or Sale after Damage to, or Destruction of, the Property. In the event of damage to, or destruction of, all or part of the property to an extent that the best interests of the owners might be served by selling the property, the Board shall call a meeting of the Association by written notice, stating the purpose thereof, by first class mail, not less than ten (10) days in advance thereof. Said meeting shall be held not later than sixty (60) days from date of occurrence of such damage or destruction, and at such meeting 60% of the owners must vote in the affirmative by written ballot, by registered mail to the Board, or delivered in person, to sell the Property. In all other cases, the Board shall have the authority to promptly proceed with repair, reconstruction, or replacement of the Property. A quorum for this purpose shall be 60% of all unit owners.

Section 20. Subdividing or Combining of Units or Common Areas. Any owner of any unit or units may propose a plan for subdividing and/or combining of any unit or units, common areas and facilities, or limited common areas and facilities, in writing, together with all related plans, specifications, legal instruments, and method of financing, to all the other unit owners. Upon receiving the written consent of all other unit owners and all first mortgage holders of such proposal, the proposed subdivision or combining may proceed accordingly. Any such subdividing or combining shall be accurately

depicted on a revised Survey Map and set of Building Plans, and be set forth in an Amended Declaration, both of which shall be duly recorded promptly upon completion of said subdividing or combining; provided, however, that the Board shall have the authority to modify, subdivide, or combine any common area (or areas) and facilities within the existing perimeter of said area (or areas), provided that no owner's access to his unit is thereby encroached upon.

Section 21. Additions, Alterations, or Improvements by Unit Owners. No unit owner shall make any structural addition, alteration, or improvement in or to his unit without the prior written consent thereto of the Board. The Board shall have the obligation to answer any written request by a unit owner for approval of a proposed structural addition, alteration, or improvement in such owner's unit, within thirty (30) days after the first regular or special meeting of the Board following such request, and failure to do so within the stipulated time shall constitute a consent by the Board to the proposed addition, alteration, or improvement. Any application to any governmental authority for a permit to make an addition, alteration, or improvement in or to any unit shall be executed by the Board. The Board shall not be liable to any contractor, subcontractor, or materialman, or to any person sustaining personal injury or property damage, for any claim arising in connection with such addition, alteration, or improvement. The provisions of this section shall not apply to units owned by the Declarant as to undeveloped Phases.

Section 22. Encroachments upon Common Areas. In the event a portion of the common elements encroaches upon any unit, or any unit encroaches upon the common elements, as a result of construction, reconstruction, repair, shifting, settlement or movement of any portion of the Condominium, an easement for the encroachment and for maintenance of the same shall exist so long as the encroachment exists.

Section 23. Service of Process. The name and address of the person residing in Chelan County, Washington, to receive service of process in cases provided for in the Act, and in matters pertaining to the Condominium, shall be T. E. Comer whose address is 235 Manson Highway, P. O. Box 602, Chelan, Washington 98816 until a Resident Manager of the Condominium is appointed, and who shall thereafter be the designated person to receive service of process.

Section 24. Rules of Construction.

(A) If any provision of this Declaration, or the application thereof, is held invalid, the remainder of this Declaration shall not be affected.

(B) No provision contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same.

Section 25. Amendment of Declaration. This Declaration may be amended by the vote of at least 60% of all unit owners, cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-Laws; provided, however, that any such amendment shall have been approved in writing by all mortgagees, contract vendors or beneficiaries, who are the holders or mortgages, deeds of trust, or real estate contracts, comprising first liens on any of the units, except that any amendment altering the value of the Property and of each unit, and the percentage of interest in the common areas and facilities, shall require the unanimous consent of all the unit owners. No such amendment shall be effective until recorded in the office of the Chelan County Auditor.

Section 26. Directors and By-Laws.

(A) The business and affairs of the Condominium shall be managed by the Board of Directors of the Homeowners Association consisting of five (5) members, to be elected as provided in the By-Laws at a meeting of the unit owners, and each director shall hold office until his successor is elected.

(B) The business and affairs of the Time Share Units and their owners shall be managed by a Board of Directors consisting of five (5) Time Share Owners to be elected as provided in the By-Laws of the Time Share Association at a meeting of the Time Share Owners, and each Director shall hold office until his successor is elected.

Section 27. Waiver. No provision contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce it, irrespective of the number of violations which may occur.

Section 28. Limitation on Assessments. All assessments, as provided in Section 16 above, shall be exclusive of any costs or expenses incurred by the Declarant for the purpose of promoting sales, and which are not necessary for the maintenance of the common areas in their present condition, or as subsequently developed per this Declaration. The expenses referred to in this section shall be the sole responsibility of the Declarant.

Section 29. Organizational Fee. At the time of the first closing of each one-twelfth interest (TSU), the purchaser shall pay, in addition to all other closing costs, the sum of \$50.00 per TSU, which sum shall be used solely for the purpose of the cost of setting up and organizing the Time Share Association, which cost shall include (but shall not be limited to) the obtaining of accounting, legal, and management advice and services.

IN WITNESS WHEREOF, LAKE TAPPS DEVELOPMENT COMPANY, INC., has caused this Declaration to be executed by its duly authorized officers this 29th day of July, 1980.

LAKE TAPPS DEVELOPMENT CO., INC.

By: Benjamin M. Clifford, President

By: J. E. Swanson, Jr., Secretary

STATE OF WASHINGTON)
) ss
County of King)

On this 29th day of July, 1980, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BENJAMIN M. CLIFFORD and J. E. SWANSON, JR., to me known to be the President and Secretary, respectively, of LAKE TAPPS DEVELOPMENT CO., INC., and acknowledged said instrument to be the free and voluntary act and deed of Lake Tapps Development Co., Inc., for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year in this certificate first above written.

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

EXHIBIT "A"

Lake Chelan Shores, a Condominium

PHASE I - LAKE CHELAN SHORES

LEGAL DESCRIPTION OF PROJECT SITE

Commencing at the southeast corner of the N.W. 1/4 of the N.E. 1/4 of Section 10, township 27 North, Range 22 E of W.M., Chelan County, Washington; thence S 89° 32' 20" W along south line of said subdivision 270.00 feet to the point of beginning; thence continuing S 89° 32' 20" W 552.00 feet; thence N 0° 17' 54" W 133.61 feet; thence N 63° 25' 17" E 132.01 feet; thence N 34° 47' 14" W 118.00 feet; thence N 8° 16' 24" E 97.00 feet to the southerly margin of Secondary State Highway 10-C; thence easterly along said margin S 81° 43' 36" E 165.61 feet; thence S 8° 16' 24" W 70.85 feet; thence S 34° 47' 14" E 60.00 feet; thence N 89° 32' 20" E 298.82 feet; thence S 0° 17' 54" E 240.32 feet to the point of beginning.

TOGETHER with that portion of the N.W. 1/4 of the N.E. 1/4 and government Lot 3 and 4, in said Section 10 described as follows: commencing at the northeast corner of said government Lot 3; thence S 89° 32' 20" W along the north line of said government lot 1122.00 feet to the point of beginning; thence S 0° 17' 54" E 420.00 feet; thence S 89° 42' 06" W 410.96 feet; thence N 39° 21' 14" W 112.35 feet; thence N 16° 09' 16" W 315.00 feet; thence N 64° 53' 30" E 370.38 feet; thence N 38° 35' 44" E 139.46 feet; thence S 64° 49' 47" E 159.55 feet; thence S 0° 17' 54" E 165.61 feet to the point of beginning.

TOGETHER with the E 100 feet in width of that portion of the said N.W. 1/4 of the N.E. 1/4 lying south of Secondary State Highway 10-C.

SUBJECT to and TOGETHER with easement for the purposes of ingress, egress and the installation and maintenance of utilities over that portion thereof described in "Declaration of Easement" recorded under Auditor's File No. 815363, records of said County.

Phases II and III will be located on the following described property which is the complete legal description of Phases I, II and III combined, to wit:

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The northwest quarter of the northeast quarter and Government Lot 4, Section 10, Township 27 North, Range 22 East of the Willamette Meridian, Chelan County, Washington, lying south of the right of way for Secondary State Highway No. 10-C, as existing May 9, 1961.

EXHIBIT "A"

and as relocated through said northwest quarter of the northeast quarter and Government Lot 4 by decree of condemnation entered May 9, 1961, in Chelan County Superior Court Cause No. 21029.

EXCEPT Community club recreation area described as follows:

That portion of the N 1/2 of Section 10, Township 27 North, Range 22 East, W.M., Chelan County, Washington, described as follows:

W. 844.86 feet to the southwesterly margin of S.S.H. No. 10-C as shown on Washington State Department of Highway Engineer's Map Sheet 1 of 3 Sheets titled Secondary State Highway No. 10-C Chelan to Manson - Curve Revision; thence S 69°00'00" W 95.00 feet; thence S 15°43'27" E 456.14 feet; thence N 49°00'00" E 300.00 feet; thence S 72°18'00" E 175.00 feet; thence N 17°42'00" E 137.00 feet; thence N 74°13'36" W 34.56 feet to a point on said road margin lying 50.00 feet distant from Engineer's Centerline Station 292+37.39 C.S. said point being the beginning of a curve to the right from which the center bears N 15°46'24" E 1196.00 feet distant; thence northwesterly along said curve and said road margin through a central angle of 15°18'30" an arc distance of 319.55 feet to a point lying 50.00 feet distant from Engineer's Centerline Station 289 + 31.20; thence S 31°04'54" W along said margin a distance of 74.53 feet to a point lying 124.53 feet from said Engineer's Centerline Station 289 + 31.20; thence N 39°48'36" W along said margin a distance of 165.00 feet to the POINT OF BEGINNING.

AND SUBJECT TO a pedestrian walkway and recreation easement in favor of Chelan Maintenance Association over that portion of the uplands and shorelands herein conveyed which lie on the lake side of a line 20.00 feet upland of, parallel with and adjacent to the line of ordinary high water of Lake Chelan. In the event any filling is done or the now existing shoreline is otherwise changed in configuration, said walkway and pedestrian easement shall follow the new line of ordinary high water as determined by said filling or change in configuration. TOGETHER WITH second-class shorelands adjacent thereto.

ALSO Government Lot 3 of Section 10, Township 27 North, Range 22 East of the Willamette Meridian, EXCEPT the following described tract: Beginning at the northeast corner of said Government Lot 3; thence west along the north line thereof, a distance of 1122 feet;

thence south to Lake Chelan; thence easterly along the shore of Lake Chelan (as existing June 5, 1894) to the east line of said Government Lot 3; thence north to the point of beginning.

AND EXCEPT Community club boat launching site described as follows:

That portion of Government Lot 3, Section 10, Township 27 North, Range 22 East of the Willamette Meridian, Chelan County, Washington, described as follows: Commencing at the northeast corner of said Government Lot thence S 89° 32'20" W along the north line of said Government Lot, a distance of 1122.00 feet; thence S 0°17'54" E parallel to the east line of said Government Lot, a distance of 420.00 feet to the POINT OF BEGINNING; thence S 0°17' 54" E 220.00 feet; thence S 89°42'06" W 125.00 feet; thence N 8°07'43" E 136.47 feet; thence N 0°17'54" W 85.00 feet; thence N 89° 42'06" E 105.00 feet to the POINT OF BEGINNING

AND SUBJECT TO a pedestrian walkway and recreation easement in favor of Chelan Maintenance Association over that portion of the uplands and shorelands herein conveyed which lie on the lake side of a line 20.00 feet upland of, parallel with and adjacent to the line of ordinary high water of Lake Chelan. In the event any filling is done or the now existing shoreline is otherwise changed in configuration, said walkway and pedestrian easement shall follow the new line of ordinary high water as determined by said filling or change in configuration. TOGETHER WITH second class shorelands adjacent thereto.

EXHIBIT "B"

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units and fractional units in Phase I, for all purposes, including voting, are as set forth below:

DG.	BLDG/UNIT NUMBERS	AREA ENCLOSED SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENTAGE	1/12 TSU PERCENTAGE
1	1.1	1,008		368	125,750	2.5109	.20924
	1.2	806		144	105,750	2.1115	.17596
	1.3	806		144	105,750	2.1115	.17596
	1.4	758		144	93,750	1.8719	.15599
	1.5	1,014	96		126,750	2.5308	.21090
	1.6	1,014	96		126,750	2.5308	.21090
2	2.1	758		144	93,750	1.8719	.15599
	2.2	758		144	93,750	1.8719	.15599
	2.3	966	96		119,750	2.3911	.19926
	2.4	966	96		119,750	2.3911	.19926
3	3.1	448		162	62,750	1.2529	.10441
	3.2	806		272	104,750	2.0915	.17430
	3.3	806		144	103,750	2.0716	.17263
	3.4	806		144	104,750	2.0915	.17430
	3.5	758		144	93,750	1.8719	.15599
	3.6	806	96		98,750	1.9718	.16432
	3.7	1,382	96		146,750	2.9302	.24418
	3.8	1,014	96		126,750	2.5308	.21090
4	4.1	448		144	62,750	1.2529	.10441
	4.2	806		144	105,750	2.1115	.17596
	4.3	806		144	105,750	2.1115	.17596
	4.4	448		144	62,750	1.2529	.10441
	4.5	1,014	96		119,750	2.3911	.19926
	4.6	1,014	96		126,750	2.5308	.21090
5	5.1	758		144	93,750	1.8719	.15599
	5.2	806		144	105,750	2.1115	.17596
	5.3	758		144	93,750	1.8719	.15599
	5.4	1,014	96		126,750	2.5308	.21090
	5.5	966	96		119,750	2.3911	.19926
6	6.1	448		162	64,750	1.2930	.10775
	6.2	806		264	103,750	2.0716	.17263
	6.3	758		144	93,750	1.8719	.15599
	6.4	1,014	96		126,750	2.5308	.21090
	6.5	966	96		126,750	2.5308	.21090

EXHIBIT "B" - page 2

BLDG.	BLDG/UNIT NUMBERS	AREA ENCLOSED SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENTAGE	1/12 TSU PERCENTAGE
7	7.1	758		144	93,750	1.8719	.15599
	7.2	758		144	93,750	1.8719	.15599
	7.3	966	96		119,750	2.3911	.19926
	7.4	966	96		119,750	2.3911	.19926
8	8.1	448		144	62,750	1.2529	.10441
	8.2	806		144	105,750	2.1115	.17596
	8.3	806		144	105,750	2.1115	.17596
	8.4	806		144	103,750	2.0716	.17263
	8.5	448		144	62,750	1.2529	.10441
	8.6	806	96		98,750	1.9718	.16432
	8.7	1,382	96		146,750	2.9302	.24418
	8.8	1,014	96		126,750	2.5308	.21090
	9.1	1,702		258	175,750	3.5092	.29243
					<u>\$5,008,250</u>	<u>100.000%</u>	

The apartment unit and time share (1/12) unit values and percentages of individual ownership interest is established for the purpose required of this Declaration and the Act and does not necessarily reflect what may from time to time be the fair market value or the selling price.

EXHIBIT "C"

LAKE CHELAN SHORES, PHASE I

Description of the Apartment Units.

There are three basic types of apartment units in the project, designated "A", "B" or "C". "A" Type and "B" Type units may be ground level, or second story units. Ground level units are designated "GA" or "GB"; second story (upper) level units are designated "UA" or "UB". All "C" Type units are ground level units and are designated "GC".

Several of the UA and UB Type units incorporate lofts constructed above the living room area. Such units have been designated UAL or UBL. There is one ground floor unit with loft in Phase I.

Attached to this Exhibit "C" are typical floor plans for each type of unit showing the number and kind of the rooms, approximate dimensions and the storage areas and decks or patios which are limited common areas for the particular unit to which it is attached or assigned.

Unit Designation Key:

2 - 2-4 - UAL

- Unit with loft
- Unit Type (A, B or C)
- Ground Floor or Upper Floor (U or G)
- Apartment Unit Number
- Building Number

Building No. 1

1 - 1-1 - GBL
1 - 1-2 - GB
1 - 1-3 - GB
1 - 1-4 - GA
1 - 1-5 - UBL
1 - 1-6 - UBL

Building No. 2

2 - 2-1 - GA
2 - 2-2 - GA
2 - 2-3 - UAL
2 - 2-4 - UAL

Building No. 3

3 - 3-1 - GC
3 - 3-2 - GB
3 - 3-3 - GB
3 - 3-4 - GB
3 - 3-5 - GA
3 - 3-6 - UB
3 - 3-7 - UBL
3 - 3-8 - UBL

Building No. 5

5 - 5-1 - GA
5 - 5-2 - GB
5 - 5-3 - GA
5 - 5-4 - UBL
5 - 5-5 - UAL

Building No. 7

7 - 7-1 - GA
7 - 7-2 - GA
7 - 7-3 - UAL
7 - 7-4 - UAL

Building No. 4

4 - 4-1 - GC
4 - 4-2 - GB
4 - 4-3 - GB
4 - 4-4 - GC
4 - 4-5 - UBL
4 - 6-6 - UBL

Building No. 6

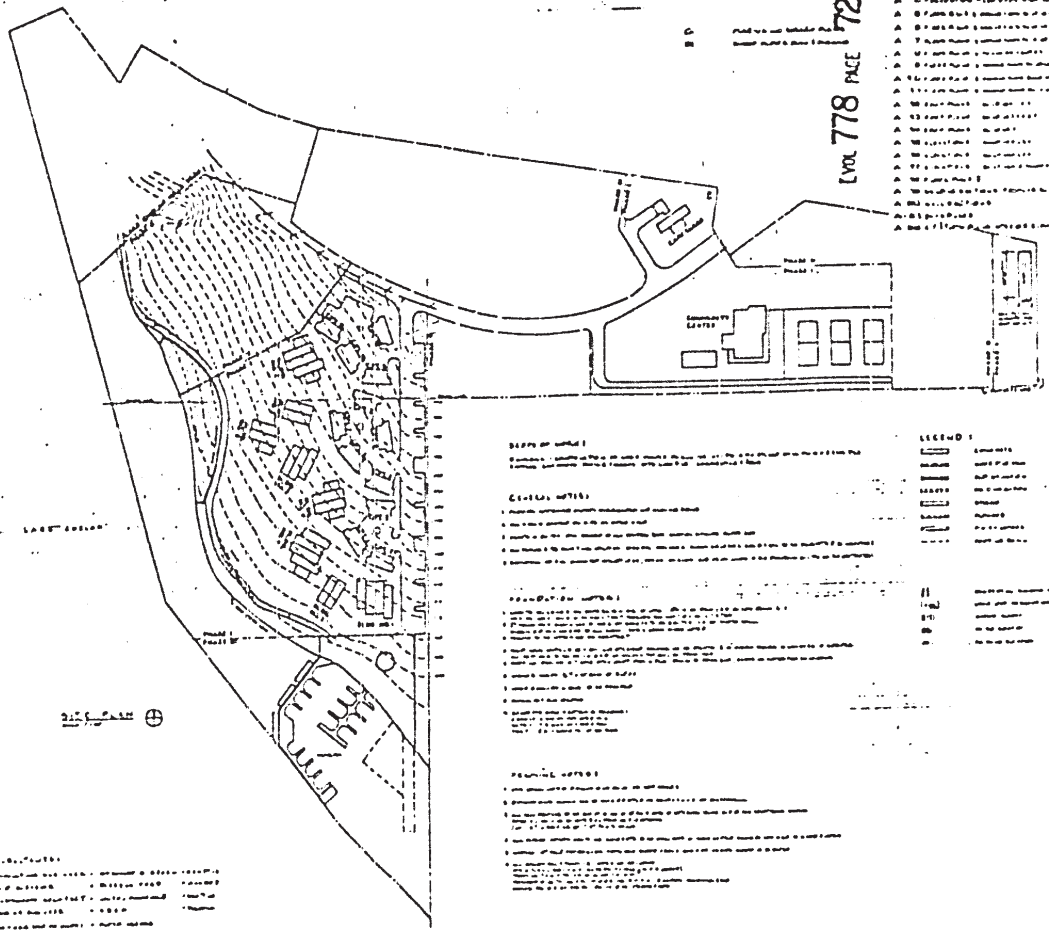
6 - 6-1 - GC
6 - 6-2 - GB
6 - 6-3 - GA
6 - 6-4 - UBL
6 - 6-5 - UAL

Building No. 8

8 - 8-1 - GC
8 - 8-2 - GB
8 - 8-3 - GB
8 - 8-4 - GB
8 - 8-5 - GC
8 - 8-6 - GC
8 - 8-6 - UB
8 - 8-7 - UBL
8 - 8-8 - UBL

Building No. 9

9 - 9-1 - GBL



D. S. Smith
 1000 North 10th Street
 Minneapolis, Minnesota
 1958

- 1. 1/4" = 1' Scale
- 2. 1/4" = 1' Scale
- 3. 1/4" = 1' Scale

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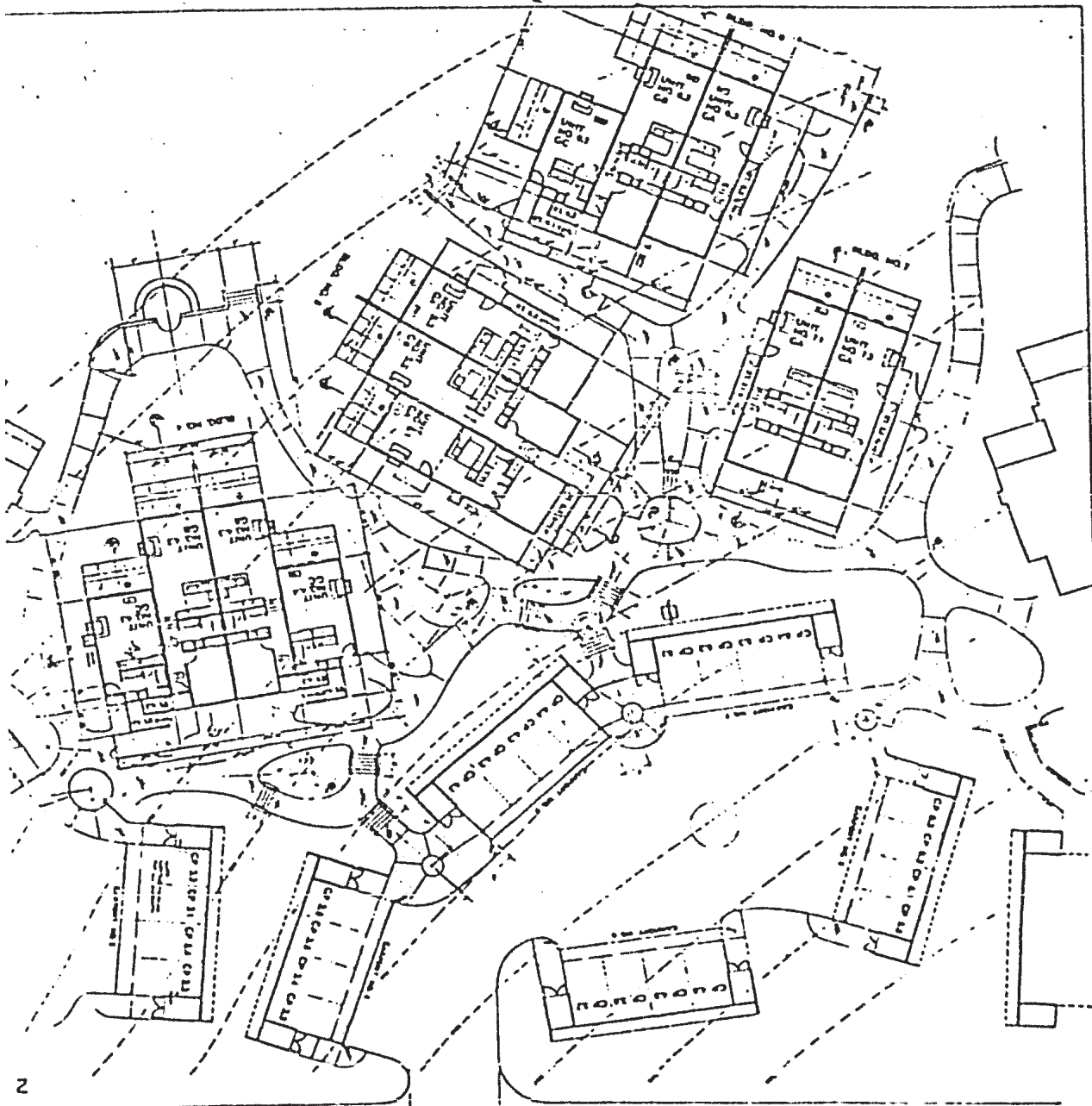
GENERAL NOTES

1. All work shall be in accordance with the specifications and drawings.
2. The contractor shall be responsible for obtaining all necessary permits.
3. The contractor shall maintain access to all existing utilities.
4. The contractor shall be responsible for the protection of all existing structures and utilities.
5. The contractor shall be responsible for the removal and disposal of all debris.
6. The contractor shall be responsible for the maintenance of all safety barriers and signs.
7. The contractor shall be responsible for the maintenance of all site access points.
8. The contractor shall be responsible for the maintenance of all site drainage systems.
9. The contractor shall be responsible for the maintenance of all site erosion control measures.
10. The contractor shall be responsible for the maintenance of all site security measures.

LEGEND

- 1. 1/4" = 1' Scale
- 2. 1/4" = 1' Scale
- 3. 1/4" = 1' Scale

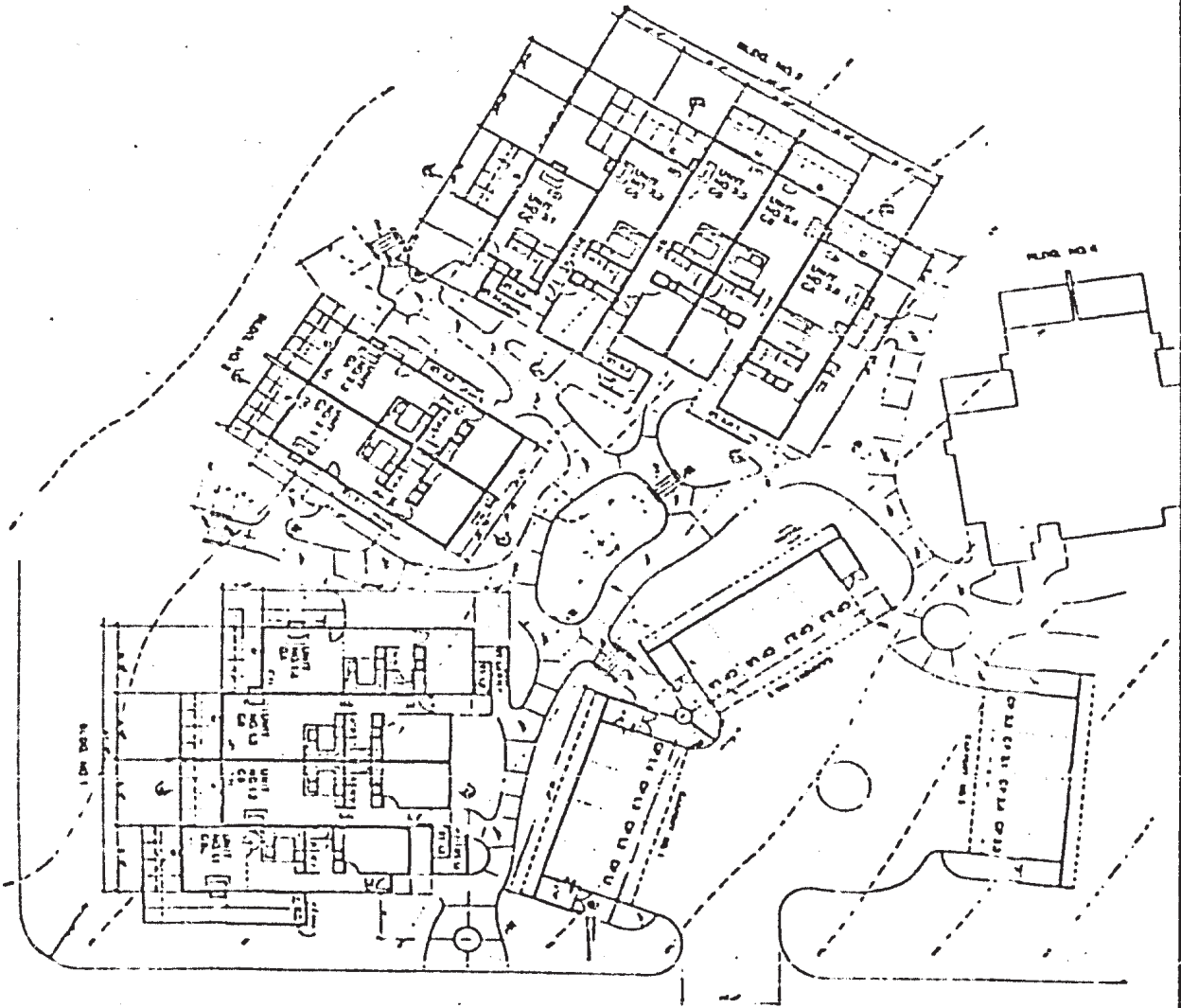
LAKELAND DEVELOPMENT CO., INC.
 1000 North 10th Street
 Minneapolis, Minnesota
 1958



[VOL 778 PAGE 727



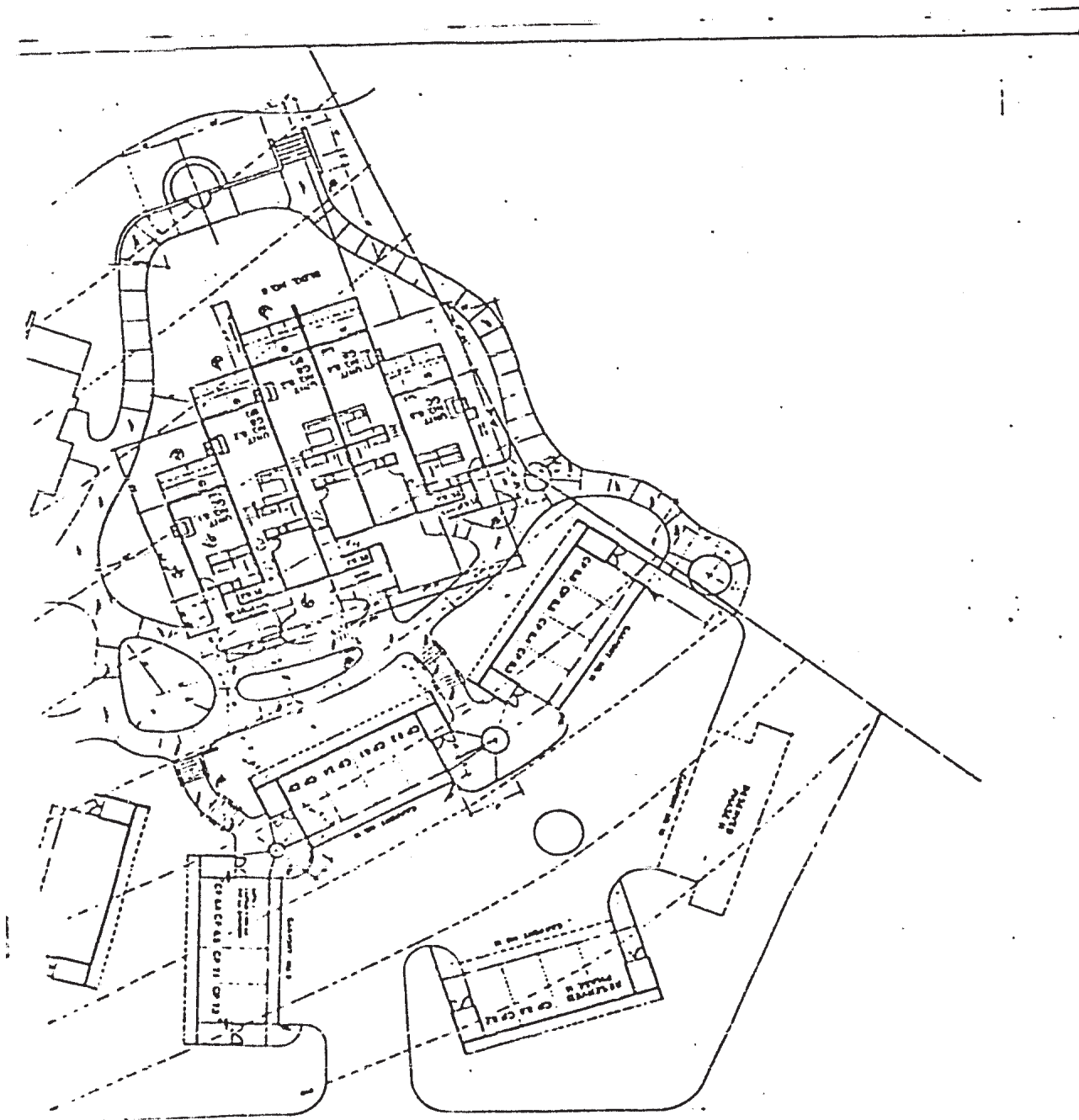
	<p>LAKE CHELAN SHORES LAND USE DEVELOPMENT CD #1</p>	<p>SHOULD BE MAINTAINED</p>			
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NORTH END BLANK

VOL 778 PAGE 728

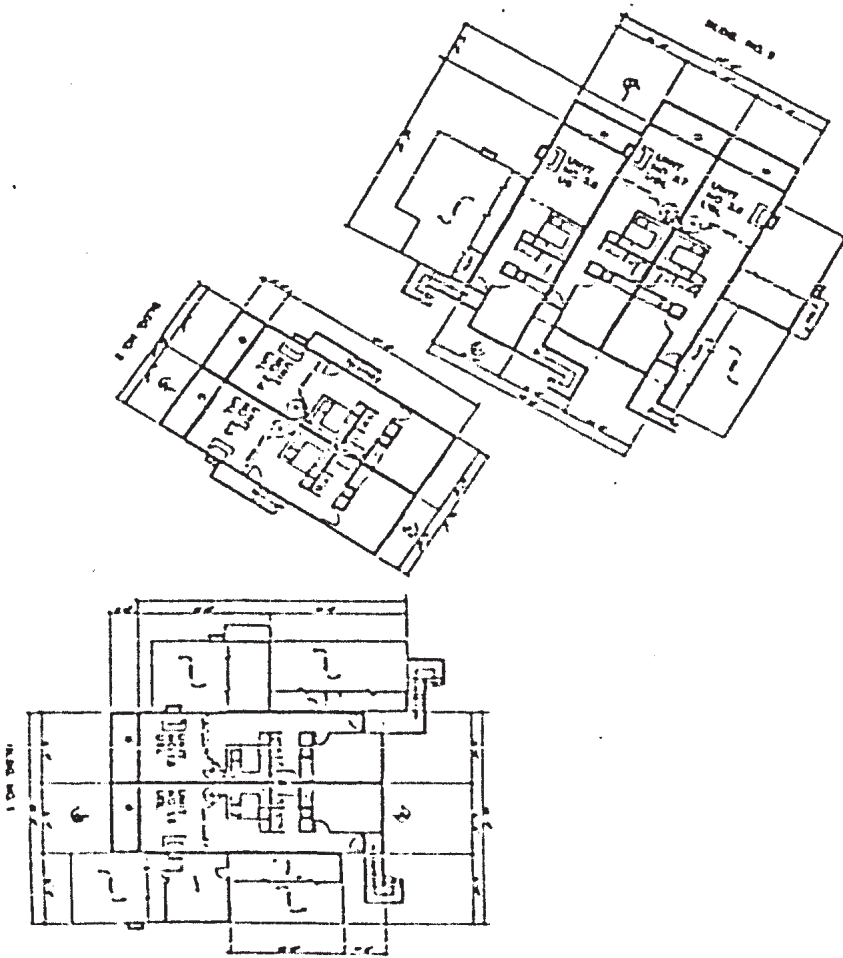
	<p>LAKE CHELAN SHORES REAL ESTATE DEVELOPMENT CO., INC.</p>	<p>SHOULD BE KEPT WITH ORIGINAL RECORDS</p>			
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2

EVOL 778 PAGE 729

<p>1</p>	<p>LAKE CHELAN SHORES Lake Tahoe Development Co. Inc.</p>	<p>010010</p>			
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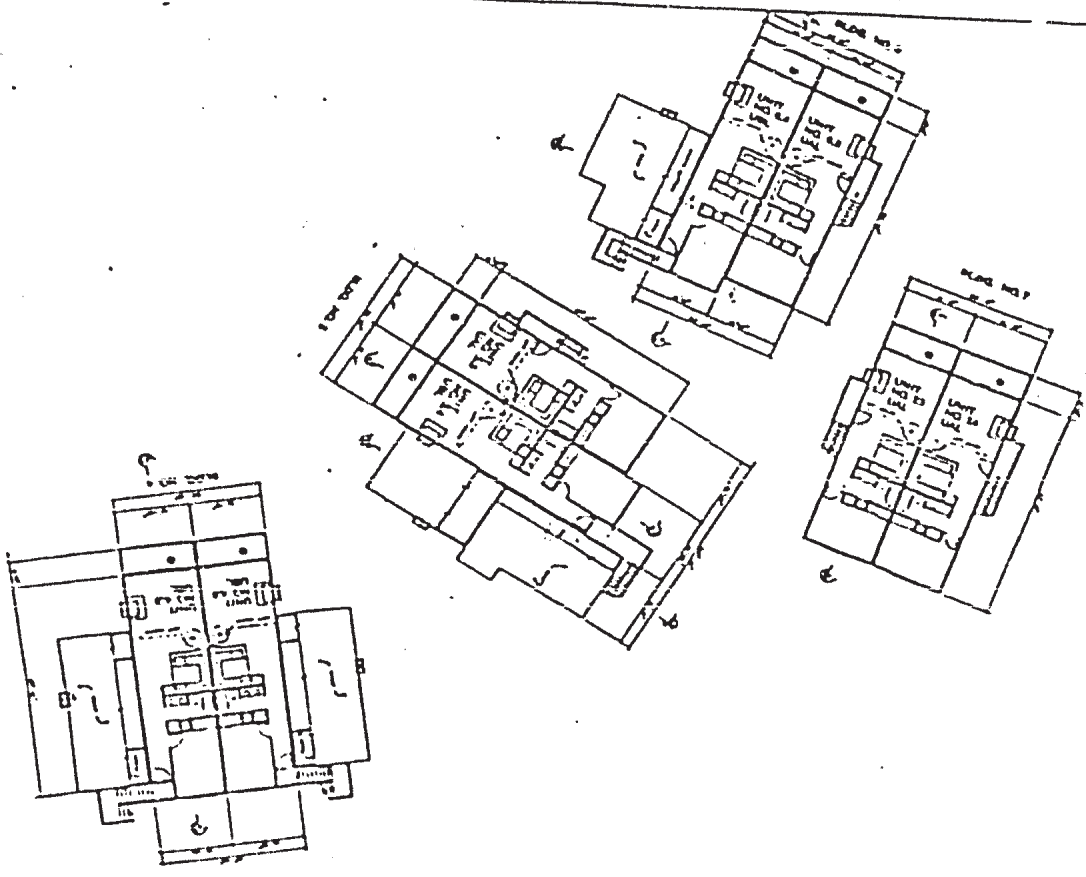


UPPER FLOOR PLANS (1) N

VOL 778 PAGE 730

	<p>LAKE CHELAN SHORES REAL ESTATE DEVELOPMENT CO.</p>	<p>LAKE CHELAN SHORES REAL ESTATE DEVELOPMENT CO.</p>	<p>DESIGNED BY ARCHITECT CONSULTANTS</p>		<p>DATE 1968</p>	<p>SCALE 1/4" = 1'-0"</p>
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PLAN

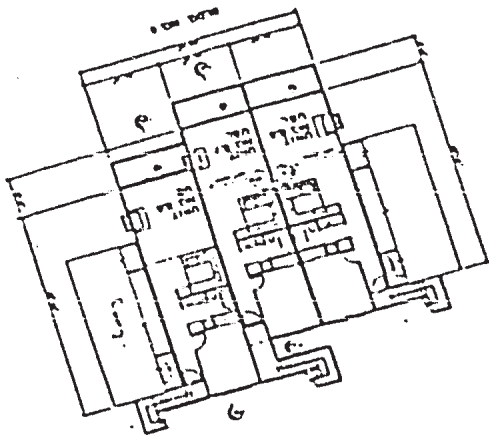


UPPER FLOOR PLANS

[VOL 778 PAGE 731

LAKE CHELAN SHORES
 REAL ESTATE DEVELOPMENT CO. INC.
 1000 N. 1ST ST. CHELAN, WA 98820

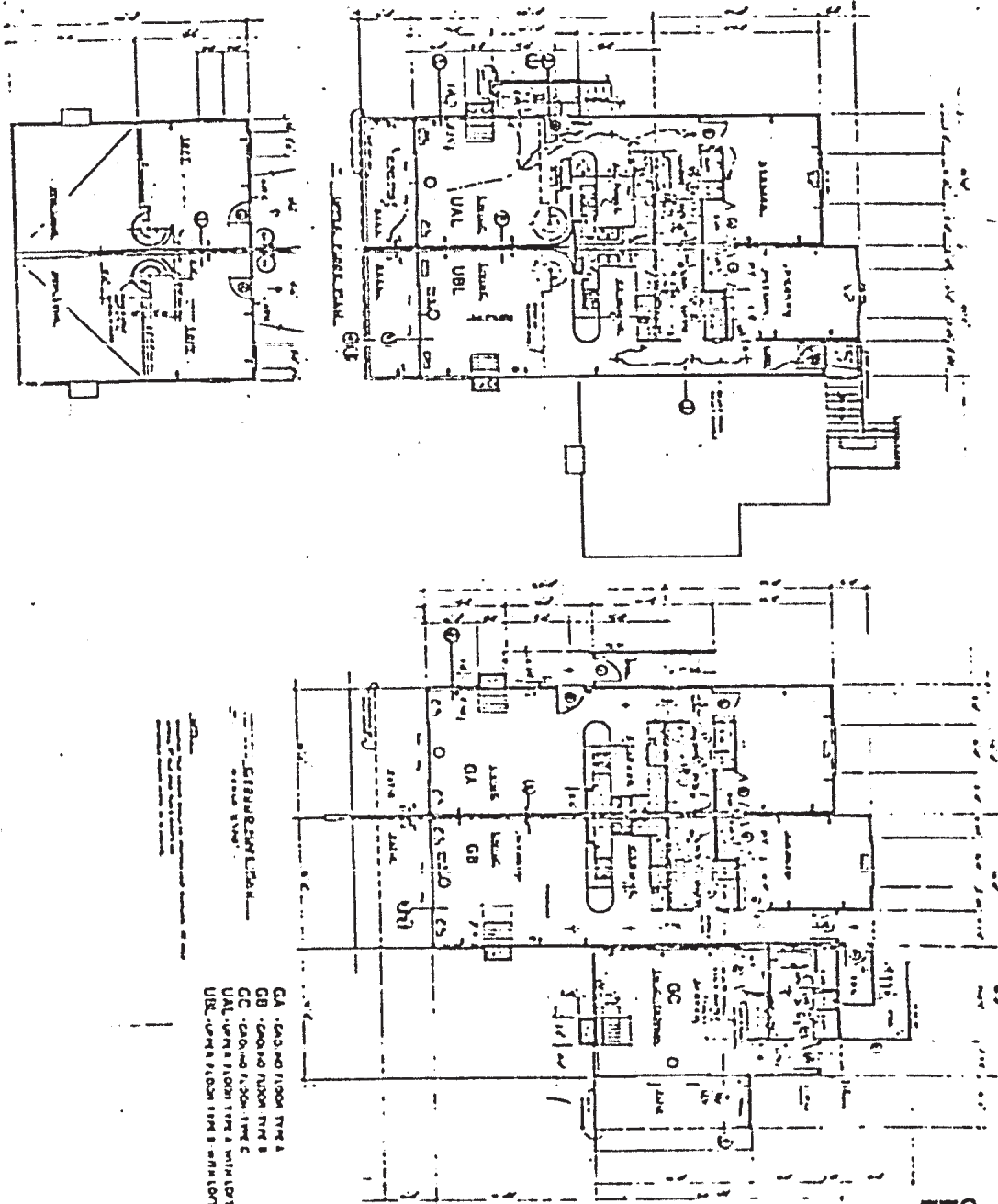
WORLD ASSOCIATES
 ARCHITECTS
 1000 N. 1ST ST. CHELAN, WA 98820



2

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	<p>LAKE CHELAN SHORELINE LAND TRUST</p>				
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GA - 1000 FLOOR TRM 1
 GB - 1000 FLOOR TRM 2
 GC - 1000 and 1,500 TRM 3
 UAL - 1000 FLOOR TRM 4 TRM 101
 UBL - 1000 FLOOR TRM 5 TRM 101

1
A 15

PROJECT NO. 1



LAKE CHELAN SHORES
 1000 FLOOR TRM 1, 2, 3, 4, 5 TRM 101

DATE: 10/1/78

SCALE: AS SHOWN

EXHIBIT "D"

LAKE CHELAN SHORES

TIME SHARE PLAN

There will be fifty (50) one-week use period for each calendar year. Each time share use period shall begin at 4:00 PM on the first day and end at noon on the last day of use period. The first and last days of all use periods are on Fridays. The use periods are separated by noon to 4:00 PM (four hours) service periods which are exclusively reserved for the maintenance and refurbishment of the time share owners' units. In addition, each unit has a designed two-week long service period each year, as may be established from time to time by the Declarant or owners' association. In any event, the service period will be in November of each year. Designated service periods will be based on a per building basis.

The service periods per building for 1981 and 1982 are set forth below:

<u>1981</u>		<u>1982</u>	
<u>Bldg. No</u>	<u>Service Period</u>	<u>Bldg. No.</u>	<u>Service Period</u>
1	Oct. 30 - Nov. 13	1	Oct. 29 - Nov. 12
2	"	2	"
3	"	3	"
4	"	4	"
5	"	5	"
6	"	6	"
7	"	7	"
8	"	8	"
9	"	9	"

Time Share Owners' Schedule (example)

The following is an example of the time share plan for 1980 for each time share owner's period of exclusive occupancy. Each period being designated by the letters A through L. Each time share owner's period of exclusive occupancy shall be rotated on a calendar year basis for the purpose of this example. The two week service period will be the same for all buildings.

MONTH	DATE	TIME SHARE	MONTH	DATE	TIME SHARE
Jan. (1980)	4	L	July	4	B
	11	A		11	C
	18	B		18	D
Feb.	25	C	Aug.	25	E
	1	D		1	F
	8	E		8	G
	15	F		15	H
Mar.	22	G	Sept.	22	I
	29	H		29	J
	7	I		5	K
	14	J		12	L
Apr.	21	K	Oct.	19	A
	28	L		26	B
	4	A		3	C
	11	B		10	D
May	18	C	Nov.	17	E
	25	D		24	F
	2	E		31	Service Period
	9	F		7	Service Period
June	16	G	Dec.	14	G
	23	H		21	H
	30	I		28	I
	6	J		5	J
	13	K		12	K
	20	L		19	L
	27	A		26	A

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FEE 12.00
FILED FOR

PIONEER TITLE COMPANY

JUL 15 9 13 AM '83
Deal 1922-
BOOK 812 1932
CHELAN
WEN...

CERTIFICATE OF AMENDMENT
to
DECLARATION OF CONDOMINIUM
FOR Lake Chelan Shores, a condominium,
Incorporating PHASE II into
The Common Condominium Plan

8307150002

LAKE TAPPS DEVELOPMENT COMPANY, INC., whose principal office is located at Suite 326, 1414 Dexter Avenue North, Seattle, Washington, hereby declares the hereinafter described property, together with the buildings and improvements erected or to be erected thereon, to be condominium property and it is hereby submitted to and shall be subject to the provisions of The Horizontal Property Regimes Act of the State of Washington (RCW Ch. 64.32), and as they may be hereafter amended or supplemented by subsequent legislation. The hereinafter described property (Phase II) shall be subject to the uses, purposes, restrictions, covenants, and administrative authority as herein set forth and as set forth in the original Declaration of Condominium for Lake Chelan Shores.

Section I. Original Declaration of Condominium and Surveyor's Maps.

The original Declaration of Condominium establishing Lake Chelan Shores, a condominium, was filed with the County Auditor of Chelan County, Washington, on August 14, 1980, under Chelan County Auditor's Receiving No. 815590, recorded in Volume 778 of Plats, pages 705 through 735.

Contemporaneously with the recording of the original Declaration of Condominium for Lake Chelan Shores, surveyor's maps showing the surface of the land submitted to the provisions of the Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas for Phase I consisting of forty-seven residential condominium apartment units were filed in the office of the Auditor of Chelan County, Washington, under Auditor's Receiving No. 815589 in Volume B-10 of Condominiums, pages 1 through 17.

Said Declaration of Condominium and Surveyor's Maps are by this reference incorporated as a part hereof as though herein set forth in full.

Prior to the conveyance of any unit in Phase II, a verified statement by a registered architect, registered professional engineer or registered land surveyor shall certify that the plans theretofore filed fully and accurately depict the unit numbers and the dimensions and location of the Phase II units as built, all in accordance with RCW 64.32.100.

BOOK 812 PAGE 1922

Section 2. Integration of Phases I and II.

In the original Declaration of Condominium for Lake Chelan Shores, the undersigned Declarant has provided, pursuant to Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of Phase II or any part thereof that Declarant shall file an amendment to said Declaration incorporating Phase II into the common condominium plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owners' undivided ownership interest in the common areas and facilities in Phase I. Phase II of the common condominium plan as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this amendment.

As provided by Section 7, Subpara. B of the original Declaration of Condominium, the number of square feet for all of the apartment units in Phase I was 39,546 with a total value of \$5,008,250, which equals an average value of \$126.44 per square foot.

Phase II shall consist of 28 residential apartment units containing a total of 32,336 square feet. The declared total value of Phase II shall be \$4,095,031 (32,336 x \$126.64) and the combined total value of Phases I and II shall be \$9,103,281.

The percentages of undivided ownership interest in the common areas and facilities assigned to Phase I units equals 55.0158 percent of the combined total value. The percentage of undivided ownership interest in the common areas and facilities assigned to Phase II units equals 44.9839 percent of the combined total value.

Section 3. Legal Description of Land.

The legal description of the land upon which Phase II of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference incorporated herein. The legal description of the land upon which Phases I and II is situated as combined is attached hereto as Exhibit "B" and by this reference incorporated herein.

Section 4. Surveyor's Map.

Surveyor's Maps showing the surface of the land hereby submitted to the provisions of the Act, which show the location of the buildings constructed or to be constructed thereon as Phase II, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and the limited common areas, are filed of record contemporaneously herewith in the Office of the Auditor of Chelan County, Washington, under Auditor's Receiving Number 8307150001, in Volume 11 of Condominiums, pages 24 through 31. Said Surveyor's Maps are by this reference incorporated as a part hereof as though herein set forth in full. Prior to the conveyance of any unit, a verified statement by a registered architect, registered professional engineer, or registered land surveyor shall certify that the plans theretofore filed fully and accurately depict the unit numbers and dimensions and location of the units of Phase II as built, all in accordance with RCW 64.32.100.

Section 5. Description of Phase II Buildings.

A. The buildings of the Lake Chelan Shores Condominium submitted to this amendment of Declaration of Condominium consist of five (5) buildings containing a total of twenty-eight (28) residential condominium apartment units together with detached carports, dry storage areas and other improvements including but not limited to three (3) tennis courts and one (1) swimming pool. The locations of the buildings and the other improvements are specifically shown on the surveyor's maps prepared by Sibold and Associates.

B. Phase I consisted of nine (9) buildings containing forty-seven (47) residential apartment units numbered Buildings 1 thru 9. Phase II consists of five buildings numbered sequentially 10 thru 14 containing twenty-eight (28) residential apartment units. Phases I and II combined will contain seventy-five (75) residential apartment units in fourteen (14) buildings.

C. Phase II Buildings.

- (1) Building 10 contains five (5) units numbered 10-1 thru 10-5 together with five (5) carports adjacent thereto.
- (2) Building 11 contains six (6) units numbered 11-1 thru 11-6 together with six (6) carports adjacent thereto.
- (3) Building 12 contains six (6) units numbered 12-1 thru 12-6 together with six (6) carports adjacent thereto.
- (4) Building 13 contains five (5) units numbered 13-1 thru 13-5 together with five (5) carports adjacent thereto.
- (5) Building 14 contains six (6) units numbered 14-1 thru 14-6 together with six (6) carports adjacent thereto.

D. Declarant hereby reserves the right to construct Phase II improvements in two or more sub-phases over a period of years commencing in the Spring of 1983. In any event, Declarant shall not be obligated to complete all of the buildings in Phase II if, in Declarant's opinion, it is not economically practical to do so.

E. All Phase II buildings are wood frame construction on concrete foundations, having red tile roofs and exterior stucco finish. All Phase II buildings are architecturally and aesthetically compatible with all Phase I buildings.

Section 6. Description of Phase II Units and Values.

A. The value of the property (Phase II only) shall be \$4,095,031. The value of the property (Phase I only) has been established at \$5,008,250. The combined value of Phases I and II shall

be \$9,103,281 containing a total of 71,882 square feet of enclosed living area.

B. The total value of the property in Phases I and II combined, unit number, square footage, the value (percentage) in the undivided interest of each apartment unit in the common areas and facilities is as set forth in Exhibit "C" attached hereto and made a part hereof, and the Surveyor's Maps referred to above and filed contemporaneously herewith. The location of each apartment unit shall be as delineated as in the Surveyor's Maps.

C. Each of the units in Phase II shall contain the following common attributes: one or more bathrooms, kitchen, fireplace, one or more bedrooms and/or a combination bedroom/living room area. A description of each unit by type is attached hereto as Exhibit "D" and by this reference incorporated herein.

D. Access to the common areas and facilities for each unit in Phase II is direct from each unit by walkways and roadways. In addition all units have access to the shores of Lake Chelan and to the Chelan-Mason Highway (SR 150).

E. A detailed description of each apartment unit in Phase II is attached hereto as Exhibit "D" and by this reference incorporated herein.

Section 7. Incorporation by Reference.

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original declaration as filed and all amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase II, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, LAKE TAPPS DEVELOPMENT CO., INC., has caused this Certificate of Amendment to Declaration to be executed by its duly authorized officers this 15th day of March, 1983.

LAKE TAPPS DEVELOPMENT CO., INC.

By: Benjamin M. Clifford
Benjamin M. Clifford, President

By: J. E. Swanson, Jr.
J. E. Swanson, Jr., Secretary

STATE OF WASHINGTON)
)
COUNTY OF)

On this 15th day of March, 1983, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared BENJAMIN M. CLIFFORD and J. E. SWANSON, JR., to me known to be the President and Secretary/Treasurer, respectively, of Lake Tapps Development Co., Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

NOTARY PUBLIC in and for the State
of Washington, residing at Bellevue

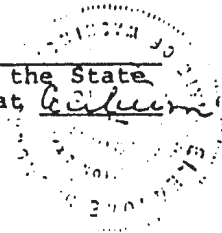


EXHIBIT "A"

LAKE CHELAN SHORES, a CONDOMINIUM

PHASE II - LAKE CHELAN SHORES

LEGAL DESCRIPTION OF PROJECT SITE

Commencing at the southeast corner of the NW 1/4 of the NE 1/4 of Section 10, Township 27 North, Range 22 E of W.M., Chelan County, Washington; thence S 89°32'20" W along south line of said subdivision 100.00 feet to the point of beginning; thence continuing S 89°32'20" W 170.00 feet; thence N 0°17'54" W 240.32 feet; thence S 89°32'20" W 298.82 feet to intersect the southerly margin of Secondary State Highway No. 10-C; thence along said margin N 55°12'46" E 130.80 feet to the beginning of a curve to the right with a radius of 162.94 feet; thence northeasterly along said curve through a central angle of 15°29'18" an arc distance of 44.04 feet to intersect a point on a tangent; thence S 81°43'36" E 87.34 feet to the beginning of a curve to the right from which the center bears N 8°16'24" E 3556.44 feet distant; thence easterly along said curve through a central angle of 3°51'30" an arc distance of 239.49 feet; thence S 0°17'54" E 276.12 feet to the point of beginning.

TOGETHER with that portion of the NW 1/4 of the NE 1/4 and government Lots 3 and 4, in said Section 10 described as follows: commencing at the northeast corner of said government Lot 3; thence S 89°32'20" W along the north line of said government lot 1122.00 feet; thence S 0°17'54" E 420.00 feet; thence S 89°42'06" W 410.96 feet; thence N 39°21'14" W 112.35 feet; thence N 16°09'16" W 315.00 feet to the point of beginning; thence continuing N 16°09'16" W 244.15 feet; thence N 49°00'00" E 304.31 feet; thence S 72°18'00" E 48.87 feet; thence S 54°25'29" E 263.22 feet thence S 38°35'44" W 139.46 feet; thence S 64°53'30" W 370.38 feet to the point of beginning.

SUBJECT TO AND TOGETHER WITH easement for the purposes of ingress, egress and the installation and maintenance of utilities over that portion thereof described in "Declaration of Easement" recorded under Auditor's File No. 815363, records of said County.

EXHIBIT "B"

LAKE CHELAN SHORES, a CONDOMINIUM
PHASE I and II, LAKE CHELAN SHORES

Beginning at the southeast corner of the NW 1/4 of the NE 1/4 of Section 10, Township 27 North, Range 22 E of W.M., Chelan County, Washington; thence S 89°32'20" W along south line of said subdivision 822.00 feet; thence N 0°17'54" W 133.61 feet; thence N 63°25'17" E 132.01 feet; thence N 34°47'14" W 118.00 feet; thence N 8°16'24" E 97.00 feet to the southerly margin of Secondary State Highway 10-C; thence easterly along said margin S 81°43'36" E 165.61 feet; thence S 8°16'24" W 70.85 feet; thence S 34°47'14" E 60.00 feet; thence N 55°12'46" E 130.80 feet to the beginning of a curve to the right with a radius of 162.94 feet; thence northeasterly along said curve through a central angle of 15°29'18" an arc distance of 44.04 feet to intersect at a point on a tangent; thence S 81°43'36" E 87.34 feet to the beginning of a curve to the right from which the center bears N 8°16'24" E 3556.44 feet distant; thence easterly along said curve through a central angle of 5°30'48" an arc distance of 342.22 feet to intersect the east line of said subdivision; thence S 0°17'54" E 223.12 feet along said east subdivision line to the point of beginning.

TOGETHER with that portion of the NW 1/4 of the NE 1/4 and Government Lot 3 and 4, in said Section 10 described as follows: commencing at the northeast corner of said government Lot 3; thence S 89°32'20" W along the north line of said government lot 1122.00 feet to the point of beginning; thence S 0°17'54" E 420.00 feet; thence S 89°42'06" W 410.96 feet; thence N 39°21'14" W 112.35 feet; thence N 16°09'16" W 559.15 feet; thence N 49°00'00" E 304.31 feet; thence S 72°18'00" E 48.87 feet; thence S 54°25'29" E 263.22 feet; thence S 64°49'47" E 159.55 feet; thence S 0°17'54" E 165.61 feet to the point of beginning.

SUBJECT TO and TOGETHER WITH easement for the purposes of ingress, egress and the installation and maintenance of utilities over that portion thereof described in "Declaration of Easement" recorded under Auditor's File No. 815363, records of said County.

EXHIBIT "C"
Lake Chelan Shores

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units and fractional units in Phases I and II combined, for all purposes, including voting, are as set forth below:

BLDG.	BLDG/UNIT NUMBERS	AREA ENCLOSED SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENTAGE	1/12 TSU PERCENTAGE
1	1-1	1,008		368	125,750	1.3814	.115116
	1-2	806		144	105,750	1.1618	.096816
	1-3	806		144	105,750	1.1618	.096816
	1-4	758		144	93,750	1.0298	.085816
	1-5	1,014	96		126,750	1.3923	.116025
	1-6	1,014	96		126,750	1.3923	.116025
2	2-1	758		144	93,750	1.0298	.085816
	2-2	758		144	93,750	1.0298	.085816
	2-3	966	96		119,750	1.3154	.109616
	2-4	966	96		119,750	1.3154	.109616
3	3-1	488		162	62,750	.6894	.057450
	3-2	806		272	104,750	1.1507	.095891
	3-3	806		144	103,750	1.1398	.094983
	3-4	806		144	104,750	1.1507	.095891
	3-5	758		144	93,750	1.0298	.085816
	3-6	806	96		98,750	1.0847	.090391
	3-7	1,382	96		146,750	1.6120	.134333
	3-8	1,014	96		126,750	1.3923	.116025
4	4-1	448		144	62,750	.6894	.057450
	4-2	806		144	105,750	1.1618	.096816
	4-3	806		144	105,750	1.1618	.096816
	4-4	448		144	62,750	.6894	.057450
	4-5	1,014	96		119,750	1.3154	.109616
	4-6	1,014	96		126,750	1.3923	.116025
5	5-1	758		144	93,750	1.0298	.085816
	5-2	806		144	105,750	1.1618	.096816
	5-3	758		144	93,750	1.0298	.085816
	5-4	1,014	96		126,750	1.3923	.116025
	5-5	966	96		119,750	1.3154	.109616
6	6-1	448		162	64,750	.7114	.059283
	6-2	806		264	103,750	1.1398	.094983
	6-3	758		144	93,750	1.0298	.085816
	6-4	1,014	96		126,750	1.3923	.116025
	6-5	966	96		126,750	1.3923	.116025

BLDG.	BLDG/UNIT NUMBERS	AREA ENCLOSED SQ.FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENTAGE	1/12 TSU PERCENTAGE
7	7-1	758		144	93,750	1.0298	.085816
	7-2	758		144	93,750	1.0298	.085816
	7-3	966	96		119,750	1.3154	.109616
	7-4	966	96		119,750	1.3154	.109616
8	8-1	448		144	62,750	.6894	.057450
	8-2	806		144	105,750	1.1618	.096816
	8-3	806		144	105,750	1.1618	.096816
	8-4	806		144	103,750	1.1398	.094983
	8-5	448		144	62,750	.6894	.057450
	8-6	806	96		98,750	1.0847	.090391
	8-7	1,382	96		146,750	1.6120	.134333
	8-8	1,014	96		126,750	1.3923	.116025
9	9-1	1,072		258	175,750	1.9307	.160891
10	10-1	967		144	136,288	1.4971	.124758
	10-2	1,146		144	145,650	1.5999	.133325
	10-3	1,104		144	140,965	1.5486	.129050
	10-4	1,134	96		145,650	1.5999	.133325
	10-5	1,134	96		145,650	1.5999	.133325
11	11-1	1,221		144	155,015	1.7028	.141900
	11-2	1,145		144	145,650	1.5999	.133325
	11-3	1,104		144	140,965	1.5486	.129050
	11-4	975	96		118,485	1.3016	.108466
	11-5	1,542	96		183,110	2.0115	.167625
	11-6	1,134	96		145,650	1.5999	.133325
12	12-1	1,221		144	155,015	1.7028	.141900
	12-2	1,146		144	145,650	1.5999	.133325
	12-3	1,104		144	140,965	1.5486	.129050
	12-4	975	96		118,485	1.3016	.108466
	12-5	1,542	96		183,110	2.0115	.167625
	12-6	1,134	96		145,650	1.5999	.133325
13	13-1	967		144	136,288	1.4971	.124758
	13-2	1,146		144	145,650	1.5999	.133325
	13-3	1,104		144	140,965	1.5486	.129050
	13-4	1,134	96		145,650	1.5999	.133325
	13-5	1,134	96		145,650	1.5999	.133325
14	14-1	1,221		144	155,015	1.7028	.141900
	14-2	1,146		144	145,650	1.5999	.133325
	14-3	1,104		144	140,965	1.5486	.129050
	14-4	975	96		118,485	1.3016	.108466
	14-5	1,542	96		183,110	2.0115	.167625
	14-6	1,134	96		145,650	1.5999	.133325
					\$ 9,103,281	100%	

The apartment unit and time share (1/12) unit values and percentages of individual ownership interest are established for the purpose required of this Declaration and the Act and does not necessarily reflect what may from time to time be the fair market value or the selling price.

EXHIBIT "D"

LAKE CHELAN SHORES, PHASE II

Description of the Apartment Units

There are seven (7) types of apartment units in Phase II, alphabetically and numerically designated as follows:

- GAL: "Ground and Loft." The GAL unit has 2 bedrooms with loft, 1-3/4 baths and contains 967 sq. ft.
- GB1: The GB1 unit is single story with 2 bedrooms, 2 baths and contains 1221 sq. ft.
- GB2: The GB2 unit is single story with 2 bedrooms, 1-3/4 baths and contains 1104 sq. ft.
- GB3: The GB3 unit is single story with 2 bedrooms, 1-3/4 baths and contains 1146 sq. ft.
- UBL1: The UBL1 unit is two story (loft) with 2 bedrooms, 1 bath and contains 975 sq. ft.
- UBL2: The UBL2 unit is 2 story (loft) with 2 bedrooms, 1-3/4 bath and contains 1134 sq. ft.
- UBL3: The UBL3 unit is 2 story (loft) with 3 bedrooms, 2-1/2 baths and contains 1,542 sq. ft.

Attached to this Exhibit "D" are typical floor plans for each of the 7 seven types of units showing the number and kind of the rooms, approximate dimensions and the storage areas and decks or patios which are limited common areas for the particular unit to which it is attached or assigned.

The five buildings composing Phase II are designated Buildings 10 through 14. The following list shows each of the 28 residential units by building, unit number and unit type.

<u>Building</u>	<u>Unit Number</u>	<u>Unit Type</u>
10	10-1	GAL
	10-2	GB3
	10-3	GB2
	10-4	UBL2
	10-5	UBL2
11	11-1	GB1
	11-2	GB3
	11-3	GB2
	11-4	UBL1
	11-5	UBL3
	11-6	UBL2
12	12-1	GB1
	12-2	GB3
	12-3	GB2
	12-4	UBL1
	12-5	UBL3
	12-6	UBL2
13	13-1	GAL
	13-2	GB3
	13-3	GB2
	13-4	UBL2
	13-5	UBL2
14	14-1	GB1
	14-2	GB3
	14-3	GB2
	14-4	UBL1
	14-5	UBL3
	14-6	UBL2

AMENDMENT TO
DECLARATION OF CONDOMINIUM
ESTABLISHING
LAKE CHELAN SHORES, A CONDOMINIUM

8106150027

SECTION 1. Declaration, Surveyors Maps and Plans

Lake Tapps Development Co., Inc. hereinafter "Declarant" hereby amends the Declaration of Condominium establishing Lake Chelan Shores, a Condominium as filed under Auditor's Receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of The General Book Records of the Auditor of Chelan County, together with surveyor's map and set of building plans filed under Auditor's File No. 815589 in Volume B-10, pages 1 through 17, as follows:

SECTION 2. Adoption of Amendment

- A. Lake Tapps Development Co., Inc. a Washington corporation, is the Developer/Declarant of the property described in said declaration and the original owner of all the units in this condominium, and as such is the sponsor of Lake Chelan Shores, a Condominium.
- B. Lake Tapps Development Co., Inc, as sponsor now constitutes and has always constituted the owner's association as of the date of recording of the declaration, surveyor's maps and plans and this amendment thereto.
- C. This amendment shall be effective as of the date below written regardless of whether or not this amendment is recorded of record with the Chelan County Auditor and shall be binding upon all unit owners, their successors and assigns from and after said date.

SECTION 3. Scope of Amendment

Declarant desires to expand the common areas and facilities of Lake Chelan Shores to incorporate an additional 5.2 acres of real property abutting Lake Chelan Shores, legally described as:

The West 280.5 feet of the East 842.0 ft.
of Government Lot 3, Section 10, Township
27 N., Range 22 E.W.M., Chelan County,
Washington

A Vicinity map showing the proposed additional property of Lake Chelan Shores is attached hereto as Exhibit "A" and incorporated herein by reference.

The effect of this amendment will be to substitute the following described facilities for Phase IV as contemplated in the original Declaration of Condominium and to develop the original Phase IV area for parking and additional recreational facilities.

SECTION 4. Intended Use of Additional Property

Upon acquisition of the above described property, Declarant intends to expand the present development of Lake Chelan Shores with the addition of approximately fifty condominium units in six or more buildings, together with related recreational amenities, including, but not limited to: (a) the expansion of additional car parking areas to alleviate present congestion, and (b) one or two swimming pools.

The development of all or any portion of the additional property in connection with Lake Chelan Shores will be subject to the approval of the City of Chelan and all other applicable government agencies.

SECTION 5. Architectural and Aesthetic Conformity

Any improvements constructed on the additional property shall be completed in a form that is architecturally and aesthetically compatible with the present development and shall be constructed with materials and workmanship that is equal to the present development.

SECTION 6. Integration Plan

The property described above shall be designated Phase IV and the land and improvements shall be incorporated into the common condominium plan of Lake Chelan Shores in accordance with Section 7(D) of the Declaration of Condominium, except as amended herein.

Upon the determination of the total value of Phase IV, Declarant reserves the right to allocate and assign apartment unit values in its sole discretion. The total value of Phase IV, however, for the purpose of partial defeasance upon the merger of Phase IV with previous phases shall be done on a square foot cost basis as set forth in Section 7(D) of the Declaration.

SECTION 7. Incorporation by Reference

Except as amended herein, all of the covenants, conditions, restrictions and reservations of the Declaration of Condominium establishing Lake Chelan Shores, a condominium, together with survey maps, plans and by-laws shall remain in full force and effect.

IN WITNESS WHEREOF, LAKE TAPPS DEVELOPMENT CO., INC. has caused this Certificate of Amendment to Declaration to be executed by its duly authorized officers this 12th day of June, 1984.

LAKE TAPPS DEVELOPMENT CO., INC.

By: [Signature]
Benjamin M. Clifford, President

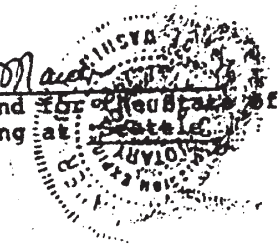
By: [Signature]
J. E. Swanson, Jr, V.P. & Sect.

STATE OF WASHINGTON)
COUNTY OF KING) ss

On this 12th day of June, 1984, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared BENJAMIN M. CLIFFORD and J. E. SWANSON, JR., to me known to be the President and Vice President and Secretary, respectively, of Lake Tapps Development Co., Inc., the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

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

[Signature]
Notary Public in and for the State of Washington, residing at [Address]



FEES 6.00
FILED FOR RECORD
PIONEER TITLE COMPANY

JUN 15 10 39 AM '84
Amnd Deed
BOOK 828 PAGE 612-615
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

LAKE CHELAN SHORES

A CONDOMINIUM

NV2 SECTION 10, TOWNSHIP 27 NORTH, RANGE 22 EAST, W.M.
CHELAN COUNTY, WASHINGTON

EXHIBIT "A"

SECONDARY STATE HWY
NO. 10-C

PHASE 2

PHASE 3

PHASE 2

PHASE 1

PHASE 1

PHASE 1

NEW PHASE A

|||| ORIGINAL PHASE A

||| PROPOSED PHASE A

LAKE

BOOK 828 PAGE 615

CHELAN

NOTE:
PLEASE SEE THE RECORDS SECTION OF BOOK 828
AND EXHIBIT "A" FOR THE ORIGINAL AND PROPOSED
DEVELOPMENT. A 100' AND A 150' AND 100' AND 150'
AND 100' AND 150' AND 100' AND 150'

POOR COPY MAY NOT REPRODUCE

8410090019

CERTIFICATE OF AMENDMENT FEE 14.00
 FILED FOR RECORD
 PIONEER TITLE COMPANY
 to '84 OCT 9 AM 10 12
 DECLARATION OF CONDOMINIUM BOOK 834 PAGE 323-34
 For Lake Chelan Shores, a condominium
 CHELAN COUNTY AUDITOR
 INCORPORATING PHASE III INTO
 THE COMMON CONDOMINIUM PLAN

LAKE TAPPS DEVELOPMENT COMPANY, INC., whose principal office is located at Suite 326, 1414 Dexter Avenue North, Seattle, Washington, hereby declares the herein-after described property, together with the buildings and improvements erected or to be erected thereon, to be condominium property and it is hereby submitted to and shall be subject to the provisions of The Horizontal Property Regimes Act of the State of Washington (RCW Ch. 64.32), and as they may be hereafter amended or supplemented by subsequent legislation. The hereinafter described property (Phase III) shall be subject to the uses, purposes, restrictions, covenants, and administrative authority as herein set forth and as set forth in the original Declaration of Condominium for Lake Chelan Shores.

Section I. Original Declaration of Condominium and Surveyor's Maps.

The original Declaration of Condominium establishing Lake Chelan Shores, a condominium, was filed with The County Auditor of Chelan County, Washington, on August 14, 1980, under Chelan County Auditor's Receiving No. 815590, recorded in Volume 778 of Plats, pages 705 through 735.

Contemporaneously with the recording of the original Declaration of Condominium for Lake Chelan Shores, surveyor's maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas for Phase I consisting of Forty-Seven Residential Condominium Apartment Units were filed in the Office of The Auditor of Chelan County, Washington, under Auditor's Receiving No. 815589 in Volume B-10 of Condominiums, pages 1 through 17.

Said Declaration of Condominium and Surveyor's Maps are by this reference incorporated as a part hereof as though herein set forth in full.

On July 15, 1983, Declarant caused to be filed a Certificate of Amendment to Declaration of Condominium Incorporating Phase II into The Common Condominium Plan. Said Certificate of Amendment was filed with The County Auditor of Chelan County, Washington under Auditor's Receiving No. 8307150002, recorded in Book 812 at pages 1922 through 1932.

Contemporaneously with the recording of The Certificate of Amendment Incorporating Phase II into Lake Chelan Shores, surveyors maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers,

the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas for Phase II, consisting of Twenty Eight (28) Residential Condominium Apartment Units were filed in the Office of The Auditor of Chelan County, Washington, under Auditors Receiving No. 8307150001, in Volume 11 of Condominiums, pages 24 through 31.

Said Certificate of Amendment and Surveyor's Maps are by this reference incorporated herein as a part hereof as though set forth in full.

Prior to the conveyance of any unit in Phase III, a verified statement by a registered architect, professional engineer or land surveyor shall certify that the plans as filed fully and accurately depict the unit numbers and the dimensions and location of the Phase III units as built, all in accordance with RCW 64.32.100.

Section 2. Integration of Phase III A with Phases I and II Combined.

In the original Declaration of Condominium for Lake Chelan Shores, the undersigned Declarant has provided, pursuant to Section 7 thereof captioned "Development Phases and Unit Percentage Interest, " that upon completion of any Phase or any part thereof that said Declarant shall file an amendment to said Declaration incorporating Said Phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's, undivided ownership interest in the common areas and facilities in Phase I, II and III combined. Phase III A of The Common Condominium Plan as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this amendment.

As provided by Section 7, Subpara. B of the original Declaration of Condominium, the number of square feet for all of the apartment units in Phase I was 39,546 with a total value of \$5,008,250, which equals an average value of \$126.64 per square foot.

Phase II consisted of Twenty Eight (28) Residential Apartment Units containing a total of 32,336 square feet. The declared total value of Phase II was \$4,095,031 (32,336 x \$126.64) and the combined total value of Phases I and II was \$9,103,281.

Phase III A shall consist of Nine (9) Residential Apartment Units containing a total of 10,032 square feet. The declared total value of Phase III A shall be \$1,270,452 (10,032 x \$126.64) and the combined total value of Phases I, II and III A shall be \$10,373,733.

Section 3. Legal Description of Land.

The legal description of the land upon which Phase III of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference incorporated herein. The legal description of the land upon which Phases I and II is situated as amended is attached hereto as Exhibit "B" and by this reference incorporated herein.

Section 4. Surveyor's Map.

Surveyor's Maps showing the surface of the land hereby submitted to the provisions of the Act, which show the location of the buildings constructed or to be constructed thereon as Phase III the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and the limited common areas, are filed of record contemporaneously herewith in the Office of the Auditor of Chelan County, Washington, under Auditor's Receiving Number _____ in Volume _____ of Condominiums, pages _____ through _____. Said Surveyor's Maps are by this reference incorporated as a part hereof as though herein set forth in full. Prior to the conveyance of any unit, a verified statement by a registered architect, registered professional engineer, or registered land surveyor shall certify that the plans theretofore filed fully and accurately depict the unit numbers and dimensions and location of the units of Phase III as built, all in accordance with RCW 64.32.100.

Section 5. Description of Phase III and Phase III A.

A. Under Declarant's present plan for development, Phase III of the Lake Chelan Shores Condominium will consist of Six (6) buildings with each building containing 10,000 square feet, more or less, together with detached carports and dry storage areas for each Residential Apartment Units.

Other improvements will include two (2) swimming pools and a docking pier (subject to approval by The Corps of Engineers).

Declarant hereby reserves the right to designate the number, type or style of the Residential Apartment Units for each building to be constructed in the future.

- B. Phase III A. consists of one building number 15 containing two (2) three bedroom units, three (3) one bedroom units, and four (4) two bedroom units, a total of Nine (9) units designated 15-1 through 15-9. (See Exhibit "D" attached hereto).

All apartment units will be assigned detached car ports and dry storage areas.

- C. Declarant hereby reserves the right to construct Phase III improvements in two or more sub-phases over a period of years commencing in the spring of 1984. In no event shall Declarant be obligated to complete all the buildings and amenities in Phase III if in Declarant's opinion, it is not economically practical to do so.
- D. All Phase III buildings are wood frame construction on concrete foundations, having red tile roofs and exterior stucco finish. All Phase III buildings are architecturally and aesthetically compatible with Phase I and II buildings.

Section 6. Description of Phase III Units and Values.

A. The value of the property (Phase III A. only) shall be \$1,270,452.00. The value of the property for Phases I and II combined has been established at \$9,103,281.00. The combined value of Phases I, II and III A. shall be \$10,373,733.00 containing a total of 81,914 square feet of enclosed living area.

B. The total value of the property in Phases I, II and III A. combined unit number, square footage, the percentage value of each apartment unit's undivided interest in the common areas and facilities is as set forth in Exhibit C attached hereto and made a part hereof. The location of each apartment shall be as designated on the Surveyor's Maps and Plans.

C. Each of the units in Phase III A. is specifically described by type in Exhibit "D" attached hereto and by this reference incorporated herein.

D. Access to the common areas and facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the Shores of Lake Chelan and The Chelan-Manson Highway (SR 150).

Section 7. Incorporation by Reference.

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration as filed and all Amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase III, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, LAKE TAPPS DEVELOPMENT CO., INC., has caused this Certificate of Amendment to Declaration to be executed by its duly authorized officers this 24th day of February, 1984.



LAKE TAPPS DEVELOPMENT CO., INC.

BY: Benjamin M. Clifford, President

BY: J. E. Swanson, Jr., Secretary

BOOK 834 PAGE 326

EXHIBIT "A"

LAKE CHELAN SHORES, A CONDOMINIUM
PHASE III - LAKE CHELAN SHORES

LEGAL DESCRIPTION OF PROJECT SITE

That portion of the NW 1/4 of the NE 1/4 and Government Lot 4, Section 10, Township 27 North, Range 22 East of W.M., Chelan County, Washington described as follows:

Commencing at the southeast corner of the NW 1/4 of the NE 1/4 of said Section 10; thence S 89° 32' 20" W 1122.00 feet along the south line of said subdivision; thence N 0° 17' 54" W 165.61 feet to the point of beginning; thence N 64° 49' 47" W 159.55 feet; thence N 54° 25' 29" W 263.22 feet; thence S 72° 18' 00" E 126.13 feet; thence N 17° 42' 00" E 137.00 feet to the southerly margin of Secondary State Highway No. 10-C; thence southeasterly along said margin to a point of tangency; thence S 81° 43' 36" E 297.00 feet; thence S 8° 16' 24" W 97.00 feet; thence S 34° 47' 14" E 118.00 feet; thence S 63° 25' 17" W 132.01 feet; thence S 85° 06' 10" W 201.33 feet; thence N 64° 49' 47" W 110.00 feet to the point of beginning.

TOGETHER with that portion of Government Lot 3 in said Section 10 described as follows:

Commencing at the NE corner of said Government Lot 3; thence S 89° 32' 20" W 1122.00 feet along north line of said Government Lot 3; thence S 0° 17' 54" E 420.00 feet to the point of beginning; thence continuing S 0° 17' 54" E 438.93 feet; thence N 84° 03' 25" W 69.49 feet; thence N 39° 21' 14" W 542.63 feet; thence N 89° 42' 06" E 410.96 feet to the point of beginning.



EXHIBIT "B"

LAKE CHELAN SHORES, a CONDOMINIUM
PHASE I and II, LAKE CHELAN SHORES

Beginning at the southeast corner of the NW 1/4 of the NE 1/4 of Section 10, Township 27 North, Range 22 E of W.M., Chelan County, Washington; thence S 89°32'20" W along south line of said subdivision 822.00 feet; thence N 0°17'54" W 133.61 feet; thence N 63°25'17" E 132.01 feet; thence N 34°47'14" W 118.00 feet; thence N 8°16'24" E 97.00 feet to the southerly margin of Secondary State Highway 10-C; thence easterly along said margin S 81°43'36" E 165.61 feet; thence S 8°16'24" W 70.85 feet; thence S 34°47'14" E 60.00 feet; thence N 55°12'46" E 130.80 feet to the beginning of a curve to the right with a radius of 162.94 feet; thence northeasterly along said curve through a central angle of 15°29'18" an arc distance of 44.04 feet to intersect at a point on a tangent; thence S 81°43'36" E 87.34 feet to the beginning of a curve to the right from which the center bears N 8°16'24" E 3556.44 feet distant; thence easterly along said curve through a central angle of 5°30'48" an arc distance of 342.22 feet to intersect the east line of said subdivision; thence S 0°17'54" E 223.12 feet along said east subdivision line to the point of beginning.

TOGETHER with that portion of the NW 1/4 of the NE 1/4 and Government Lot 3 and 4, in said Section 10 described as follows: commencing at the northeast corner of said government Lot 3; thence S 89°32'20" W along the north line of said government lot 1122.00 feet to the point of beginning; thence S 0°17'54" E 420.00 feet; thence S 89°42'06" W 410.96 feet; thence N 39°21'14" W 112.35 feet; thence N 16°09'16" W 559.15 feet; thence N 49°00'00" E 304.31 feet; thence S 72°18'00" E 48.87 feet; thence S 54°25'29" E 263.22 feet; thence S 64°49'47" E 159.55 feet; thence S 0°17'54" E 165.61 feet to the point of beginning.

SUBJECT TO and TOGETHER WITH easement for the purposes of ingress, egress and the installation and maintenance of utilities over that portion thereof described in "Declaration of Easement" recorded under Auditor's File No. 815363, records of said County.

EXHIBIT "C"

Lake Chelan Shores

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units in Phases I, II and III A combined, for all purposes, including voting, are as set forth below:

BLDG.	BLDG/UNIT NUMBERS	AREA ENCLOSED SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENTAGE
1	1-1	1,008		368	125,750	1.212196
	1-2	806		144	105,750	1.019402
	1-3	806		144	105,750	1.019402
	1-4	758		144	93,750	.903725
	1-5	1,014	96		126,750	1.221835
	1-6	1,014	96		126,750	1.221835
2	2-1	758		144	93,750	.903725
	2-2	758		144	93,750	.903725
	2-3	966	96		119,750	1.154358
	2-4	966	96		119,750	1.154358
3	3-1	488		162	62,750	.604893
	3-2	806		272	104,750	1.009762
	3-3	806		144	103,750	1.000122
	3-4	806		144	104,750	1.009762
	3-5	758		144	93,750	.903725
	3-6	806	96		98,750	.951923
	3-7	1,382	96		146,750	1.414631
	3-8	1,014	96		126,750	1.221835
4	4-1	448		144	62,750	.604893
	4-2	806		144	105,750	1.019402
	4-3	806		144	105,750	1.019402
	4-4	448		144	62,750	.604893
	4-5	1,014	96		119,750	1.154358
	4-6	1,014	96		126,750	1.221835
5	5-1	758		144	93,750	.903725
	5-2	806		144	105,750	1.019402
	5-3	758		144	93,750	.903725
	5-4	1,014	96		126,750	1.221835
	5-5	966	96		119,750	1.154358
6	6-1	448		162	64,750	.624173
	6-2	806		264	103,750	1.000122
	6-3	758		144	93,750	.903725
	6-4	1,014	96		126,750	1.221835
	6-5	966	96		126,750	1.221835

BLDG.	BLDG/UNIT NUMBERS	AREA ENCLOSED SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENTAGE
7	7-1	758		144	93,750	.903725
	7-2	758		144	93,750	.903725
	7-3	966	96		119,750	1.154358
	7-4	966	96		119,750	1.154358
8	8-1	448		144	62,750	.604893
	8-2	806		144	105,750	1.019402
	8-3	806		144	105,750	1.019402
	8-4	806		144	103,750	1.000122
	8-5	448		144	62,750	.604893
	8-6	806	96		98,750	.951923
	8-7	1,382	96		146,750	1.414631
	8-8	1,014	96		126,750	1.221835
9	9-1	1,072		258	175,750	1.694183
10	10-1	967		144	136,288	1.313780
	10-2	1,146		144	145,650	1.404027
	10-3	1,104		144	140,965	1.358865
	10-4	1,134	96		145,650	1.404027
	10-5	1,134	96		145,650	1.404027
11	11-1	1,221		144	155,015	1.494303
	11-2	1,146		144	145,650	1.404027
	11-3	1,104		144	140,965	1.358865
	11-4	975	96		118,485	1.142164
	11-5	1,542	96		183,110	1.765131
	11-6	1,134	96		145,650	1.404027
12	12-1	1,221		144	155,015	1.494303
	12-2	1,146		144	145,650	1.404027
	12-3	1,104		144	140,965	1.358865
	12-4	975	96		118,485	1.142164
	12-5	1,542	96		183,110	1.765131
	12-6	1,134	96		145,650	1.404027
13	13-1	967		144	136,288	1.313780
	13-2	1,146		144	145,650	1.404027
	13-3	1,104		144	140,965	1.358865
	13-4	1,134	96		145,650	1.404027
	13-5	1,134	96		145,650	1.404027
14	14-1	1,221		144	155,015	1.494303
	14-2	1,146		144	145,650	1.404027
	14-3	1,104		144	140,965	1.358865
	14-4	975	96		118,485	1.142164
	14-5	1,542	96		183,110	1.765131
	14-6	1,134	96		145,650	1.404027

BLDG.	BLDG/UNIT NUMBERS	AREA		PATIO AREA	UNIT VALUE	PERCENTAGE
		ENCLOSED SQ. FTGE.	DECK AREA			
15	15-1	640		96	89,589	.863614
	15-2	1,264	86	86	159,461	1.537161
	15-3	1,264	96	96	157,465	1.517920
	15-4	1,264	96	96	159,461	1.537161
	15-5	1,280	86	86	162,456	1.566032
	15-6	784	86		97,574	.940587
	15-7	1,368	96		171,440	1.652636
	15-8	1,368	96		173,436	1.671876
	15-9	800	86		99,570	.959828
					\$10,373,733	100.00000%

The apartment unit values and percentages of individual ownership interest in the common areas and facilities are established for the purpose required of this Declaration and the Act and does not necessarily reflect what may be the fair market value or the selling price.

EXHIBIT "D"

LAKE CHELAN SHORES, PHASE III A

Description of the Apartment Units

There are six (6) types of apartment units in Phase III A, alphabetically and numerically designated as follows:

- G1 The G1 unit has 1 bedroom, 1 bath and contains 640 sq. ft.
- GB2 The GB2 unit is two (daylite basement) story with 2 bedrooms, 2 baths and contains 1264 sq. ft.
- GB2E The GB2E unit is two story with 2 bedrooms, 2 baths and contains 1280 sq. ft.
- UI The UI unit is single story with 1 bedroom, 1 bath and contains 784 sq. ft.
- UL3 The UL3 unit is two story (loft) with 3 bedrooms, 2-3/4 bath and contains 1,368 sq. ft.
- UIE The UIE is 1 story with 1 bedroom, 1 bath and contains 800 sq. ft.

Attached to this Exhibit "D" are typical floor plans for each of the six (6) types of units showing the number and kind of rooms, approximate dimensions and the storage areas and decks or patios which are limited common areas for the particular unit to which it is attached or assigned.

The one building composing Phase III-A is designated Building 15. The following list shows each of the nine residential units in building 15, unit number and unit type.

<u>Building</u>	<u>Unit Number</u>	<u>Unit Type</u>
15	15-1	G1
	15-2	GB2
	15-3	GB2
	15-4	GB2
	15-5	GB2E
	15-6	U1
	15-7	UL3
	15-8	UL3
	15-9	UIE

FEE 10.00

PIONEER TITLE COMPANY

NOV 11 1964

Amend 1465-70
BOOK 860

CERTIFICATE OF AMENDMENT

OF

DECLARATION OF CONDOMINIUM

for Lake Chelan Shores
Establishing a New Time Share
Plan of Ownership

5607030041

Lake Tapps Development Company, Inc., whose principal office is located at Suite 326, 1414 Dexter Ave. North, Seattle, Wa. 98109, hereinafter "Declarant" hereby amends the Declaration of Condominium establishing Lake Chelan Shores, a Condominium, as filed under auditors receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of the General Book Records of the Auditor of Chelan County, Washington, together with surveyor's map and building plans filed under Auditor's File No. 815589 in Volume B-10 pages 1 through 17 together with all Amendments heretofore filed of record, as follows:

Section 1. Description of Units Under New Time Share Plan of Ownership.

This Amendment pertains exclusively to the following described apartment units in Lake Chelan Shores and any and all additional apartment units which may be constructed pursuant to Declarant's Plan of Development.

Phase I

Building 1 - Unit 2.

Phase IIA

Building 10 - Unit 4 and Unit 5.

Phase IIB

Building 12 - Unit 2 and Unit 5.

Building 13 - Unit 1.

Building 14 - Unit 1, Unit 2, Unit 4, Unit 5, and Unit 6.

Building 15 - Unit 2, Unit 3, Unit 6, Unit 7, Unit 8 and Unit 9.

Section 2. Definitions.

The following definitions shall pertain to apartment units and fractional interest owners in this Amendment.

Unit means apartment. Time share owner (TSO) shall mean an individual, corporation, partnership, association, Trustee or other legal entity which is the owner of a time share unit (TSU). A time share unit (fractional interest) shall mean an undivided one fifty-first (1/51) fractional fee interest held by a time share owner (TSO) in a unit, or a one-twelfth (1/12) fractional fee interest held by a time share owner (TSO) in a unit per Section 8 of the original Declaration of Condominium.

Section 3. Fractional Ownership Interest, New Time Share Plan.

Definitions: In the event any unit described in Section 1 has been sold in units of 1/51 fractional fee interest, the owner of any unit described in Section 1 above shall have the option and right to sell and convey fractional interest in any unit, per Section 8 of the original Declaration of Condominium (i.e., 1/12 undivided interest or 1/51 undivided interest) to be held in common with all other fractional interests of the said unit with an equivalent undivided percentage interest in the common areas and facilities appertaining to said unit.

Along with the undivided fractional ownership interest, there shall be an exclusive right of possession and occupancy of said fractional owner of seven (7) consecutive days. This right of possession and occupancy shall be called a use period.

There will be fifty-one (51) seven day (one week) use periods each calendar year. Each use period shall begin at 4:00 PM on the first day and end at 12:00 PM on the last day of the use period. The first and last days of all use periods are on Fridays. The use periods are separated by 12:00 PM to 4:00 PM (four hours) service periods which are exclusively reserved for the maintenance and refurbishment of the time share owners' units. In addition each unit has a designated week-long service period every year as set forth below. Use periods are numbered and shall be referred to by their number (e.g., use period 12).

Open Periods. As each calendar year is divided into 52 weeks (364 days), in each normal calendar year there is one "free" day accumulated to make a total of 365 days. In leap years (every four years) there will be an additional day, making a total of 2 accumulated free days in those years (1988, 1992, 1996, etc.). As a consequence of this accumulation in every sixth year, the accumulation of seven days results in an unassigned week ("Open Period").

The Open Period of one week, representing each year's accumulation of free days, shall be offered for rental by the Board of Directors, Homeowners Association.

The Owner of the use period occurring immediately preceding the open period (Use Period 52) shall be given the option of renting the Open Period before such period is offered to the general public. Any income derived from the rental of the Open Period may be used in the discretion of the Board of Directors as a reserve fund or to reduce common expenses in subsequent years.

Use Period 1 will begin on the first Friday in January of each calendar year at 4:00 PM and continue until 12:00 PM on Friday, seven days thereafter. Use Period 2 will begin at 4:00 PM on that same Friday and end at 12:00 PM on the Friday 7 days thereafter. Use Periods 3 through 52 will follow the same sequence.

The Use Period Schedule as it will operate in 1986 and 1987 is shown below.

<u>1986</u>			
Use Periods	Date of Commencement	Use Periods	Date of Commencement
1	Jan. 3	23	June 6
2	10	24	13
3	17	25	20
4	24	26	27
5	31	27	July 4
6	Feb. 7	28	11
7	14	29	18
8	21	30	25
9	28	31	Aug. 1
10	Mar. 7	32	8
11	14	33	15
12	21	34	22
13	28	35	29
14	Apr. 4	36	Sept. 5
15	11	37	12
16	18	38	19
17	25	39	26
18	May 2	40	Oct. 3
19	9	41	10
20	16	42	17
21	23	43	24
22	30	44	31
		45	Nov. 7
		46	14
		47	21
		48	28
		49	Dec. 5
		50	12
		51	19
		52	26

1987

Use Periods	Time of Commencement	Use Periods	Time of Commencement
1	Jan. 2	27	July 3
2	9	28	10
3	16	29	17
4	23	30	24
5	30	31	31
6	Feb. 6	32	Aug. 7
7	13	33	14
8	20	34	21
9	27	35	28
10	Mar. 6	36	Sept. 4
11	13	37	11
12	20	38	18
13	27	39	25
14	Apr. 3	40	Oct. 2
15	10	41	9
16	17	42	16
17	24	43	23
18	May 1	44	30
19	8	45	Nov. 6
20	15	46	13
21	22	47	20
22	29	48	27
23	June 5	49	Dec. 4
24	12	50	11
25	19	51	18
26	26	52	25

Service Periods for all units, unless otherwise specified by the Board of Directors of the Home Owners Association, shall be Use Period 49. The Board of Directors shall be solely and exclusively responsible for determining service periods and open periods.

The Chelan County officials are hereby authorized to bill real estate taxes and assessments, if any, to the fractional owners directly for their respective fractional interest or interests. Upon the first sale of any fractional interest, as provided for herein, the purchaser of said fractional interest shall be required to segregate the real estate taxes with the Chelan County Assessor's office.

Each and every other term, provision, covenant, condition, easement, reservation and restriction contained in the Declaration and any amendments thereto heretofore filed of record shall remain in full force and effect and the Declaration and Amendments thereto shall not be deemed or construed to be modified in any manner except as hereinabove specifically set forth.

FEE 10.00
FILED FOR RECORD
PIONEER TITLE COMPANY
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BOOK 860 PAGE 1465-70
KENNETH C. ROUSE
CHELAN COUNTY AUDITOR
WENATCHEE, WASH. S

FEE 10.00
FILED FOR RECORD

PIONEER TITLE COMPANY
'86 DEC 8 AM 11 36
BOOK 868 PAGE 1477-1482
KENNETH C. ROUSE
CHELAN COUNTY AUDITOR
WENATCHEE, WASH. RM

CERTIFICATE OF AMENDMENT
OF
DECLARATION OF CONDOMINIUM
for Lake Chelan Shores
Establishing a New Time Share
Plan of Ownership

Lake Tapps Development Company, Inc., whose principal office is located at Suite 326, 1414 Dexter Ave. North, Seattle, Wa. 98109, hereinafter "Declarant" hereby amends the Declaration of Condominium establishing Lake Chelan Shores, a Condominium, as filed under auditors receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of the General Book Records of the Auditor of Chelan County, Washington, together with surveyor's map and building plans filed under Auditor's File No. 815589 in Volume B-10 pages 1 through 17 together with all Amendments heretofore filed of record, as follows:

Section 1. Description of Units Under New Time Share Plan of Ownership.

This Amendment pertains exclusively to the following described apartment units in Lake Chelan Shores and any and all additional apartment units which may be constructed pursuant to Declarant's Plan of Development.

Phase I

Building 1 - Unit 2.

Phase IIA

Building 10 - Unit 4 and Unit 5.

Phase IIB

- Building 12 - Unit 2 and Unit 5, and Unit 6.
- Building 13 - Unit 1.
- Building 14 - Unit 1, Unit 2, Unit 4, Unit 5, and Unit 6.
- Building 15 - Unit 2, Unit 3, Unit 6, Unit 7, Unit 8 and Unit 9.

Section 2. Definitions.

The following definitions shall pertain to apartment units and fractional interest owners in this Amendment.

BOOK 868 PAGE 1477

BOOK 860 PAGE 1465

Document being re-recorded to correct description of units affected herein.

8612080048
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Unit means apartment. Time share owner (TSO) shall mean an individual, corporation, partnership, association, Trustee or other legal entity which is the owner of a time share unit (TSU). A time share unit (fractional interest) shall mean an undivided one fifty-first (1/51) fractional fee interest held by a time share owner (TSO) in a unit, or a one-twelfth (1/12) fractional fee interest held by a time share owner (TSO) in a unit per Section 8 of the original Declaration of Condominium.

Section 3. Fractional Ownership Interest, New Time Share Plan.

Definitions: In the event any unit described in Section 1 has been sold in units of 1/51 fractional fee interest, the owner of any unit described in Section 1 above shall have the option and right to sell and convey fractional interest in any unit, per Section 8 of the original Declaration of Condominium (i.e., 1/12 undivided interest or 1/51 undivided interest) to be held in common with all other fractional interests of the said unit with an equivalent undivided percentage interest in the common areas and facilities appertaining to said unit.

Along with the undivided fractional ownership interest, there shall be an exclusive right of possession and occupancy of said fractional owner of seven (7) consecutive days. This right of possession and occupancy shall be called a use period.

There will be fifty-one (51) seven day (one week) use periods each calendar year. Each use period shall begin at 4:00 PM on the first day and end at 12:00 PM on the last day of the use period. The first and last days of all use periods are on Fridays. The use periods are separated by 12:00 PM to 4:00 PM (four hours) service periods which are exclusively reserved for the maintenance and refurbishment of the time share owners' units. In addition each unit has a designated week-long service period every year as set forth below. Use periods are numbered and shall be referred to by their number (e.g., use period 12).

Open Periods. As each calendar year is divided into 52 weeks (364 days), in each normal calendar year there is one "free" day accumulated to make a total of 365 days. In leap years (every four years) there will be an additional day, making a total of 2 accumulated free days in those years (1988, 1992, 1996, etc.). As a consequence of this accumulation in every sixth year, the accumulation of seven days results in an unassigned week ("Open Period").

The Open Period of one week, representing each year's accumulation of free days, shall be offered for rental by the Board of Directors, Homeowners Association.

The Owner of the use period occurring immediately preceding the open period (Use Period 52) shall be given the option of renting the Open Period before such period is offered to the general public. Any income derived from the rental of the Open Period may be used in the discretion of the Board of Directors as a reserve fund or to reduce common expenses in subsequent years.

BOOK 868 PAGE 1478

~~BOOK 860 PAGE 1486~~

Use Period 1 will begin on the first Friday in January of each calendar year at 4:00 PM and continue until 12:00 PM on Friday, seven days thereafter. Use Period 2 will begin at 4:00 PM on that same Friday and end at 12:00 PM on the Friday 7 days thereafter. Use Periods 3 through 52 will follow the same sequence.

The Use Period Schedule as it will operate in 1986 and 1987 is shown below.

1986

Use Periods	Date of Commencement	Use Periods	Date of Commencement
1	Jan. 3	23	June 6
2	10	24	13
3	17	25	20
4	24	26	27
5	31	27	July 4
6	Feb. 7	28	11
7	14	29	18
8	21	30	25
9	28	31	Aug. 1
10	Mar. 7	32	8
11	14	33	15
12	21	34	22
13	28	35	29
14	Apr. 4	36	Sept. 5
15	11	37	12
16	18	38	19
17	25	39	26
18	May 2	40	Oct. 3
19	9	41	10
20	16	42	17
21	23	43	24
22	30	44	31
		45	Nov. 7
		46	14
		47	21
		48	28
		49	Dec. 5
		50	12
		51	19
		52	26

1987

Use Periods	Time of Commencement	Use Periods	Time of Commencement
1	Jan. 2	27	July 3
2	9	28	10
3	16	29	17
4	23	30	24
5	30	31	31
6	Feb. 6	32	Aug. 7
7	13	33	14
8	20	34	21
9	27	35	28
10	Mar. 6	36	Sept. 4
11	13	37	11
12	20	38	18
13	27	39	25
14	Apr. 3	40	Oct. 2
15	10	41	9
16	17	42	16
17	24	43	23
18	May 1	44	30
19	8	45	Nov. 6
20	15	46	13
21	22	47	20
22	29	48	27
23	June 5	49	Dec. 4
24	12	50	11
25	19	51	18
26	26	52	25

Service Periods for all units, unless otherwise specified by the Board of Directors of the Home Owners Association, shall be Use Period 49. The Board of Directors shall be solely and exclusively responsible for determining service periods and open periods.

The Chelan County officials are hereby authorized to bill real estate taxes and assessments, if any, to the fractional owners directly for their respective fractional interest or interests. Upon the first sale of any fractional interest, as provided for herein, the purchaser of said fractional interest shall be required to segregate the real estate taxes with the Chelan County Assessor's office.

Each and every other term, provision, covenant, condition, easement, reservation and restriction contained in the Declaration and any amendments thereto heretofore filed of record shall remain in full force and effect and the Declaration and Amendments thereto shall not be deemed or construed to be modified in any manner except as hereinabove specifically set forth.

BOOK 868 PAGE 1481

~~BOOK 868 PAGE 1481~~

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PIONEER TITLE COMPANY
JUL 3 11 04
BOOK 860
KENNETH COUNTY
CHELAN COUNTY AUDITOR
WENATCHEE, WASH. S

FEE 10.00
FILED FOR RECORD
PIONEER TITLE COMPANY
DEC 8 AM 11 36
BOOK 868
KENNETH COUNTY
WENATCHEE, WASH. S
1411-1482
RM

CORRECTED
CERTIFICATE OF AMENDMENT
OF
DECLARATION OF CONDOMINIUM
for Lake Chelan Shores
Establishing a New Time Share
Plan of Ownership

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8612066048

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Section 1. Description of Units Under New Time Share Plan of Ownership.

This Amendment pertains exclusively to the following described apartment units in Lake Chelan Shores and any and all additional apartment units which may be constructed pursuant to Declarant's Plan of Development.

Phase I

Building 1 - Unit 2.

Phase IIA

Building 10 - Unit 4 and Unit 5.

Phase IIB

- Building 12 - Unit 2 and Unit 5, and Unit 6.
- Building 13 - Unit 1.
- Building 14 - Unit 1, Unit 2, Unit 3, Unit 4, Unit 5, & Unit 6
- Building 15 - Unit 2, Unit 3, Unit 5, Unit 6, Unit 7, Unit 8, and Unit 9.

Section 2. Definitions.

The following definitions shall pertain to apartment units and fractional interest owners in this Amendment.

BOOK 868 PAGE 1177
BOOK 871 PAGE 1213
BOOK 860 PAGE 1465

Document being re-recorded to correct description of units affected herein.

Unit means apartment. Time share owner (TSO) shall mean an individual, corporation, partnership, association, Trustee or other legal entity which is the owner of a time share unit (TSU). A time share unit (fractional interest) shall mean an undivided one fifty-first (1/51) fractional fee interest held by a time share owner (TSO) in a unit, or a one-twelfth (1/12) fractional fee interest held by a time share owner (TSO) in a unit per Section 8 of the original Declaration of Condominium.

Section 3. Fractional Ownership Interest, New Time Share Plan.

Definitions: In the event any unit described in Section 1 has been sold in units of 1/51 fractional fee interest, the owner of any unit described in Section 1 above shall have the option and right to sell and convey fractional interest in any unit, per Section 8 of the original Declaration of Condominium (i.e., 1/12 undivided interest or 1/51 undivided interest) to be held in common with all other fractional interests of the said unit with an equivalent undivided percentage interest in the common areas and facilities appertaining to said unit.

Along with the undivided fractional ownership interest, there shall be an exclusive right of possession and occupancy of said fractional owner of seven (7) consecutive days. This right of possession and occupancy shall be called a use period.

There will be fifty-one (51) seven day (one week) use periods each calendar year. Each use period shall begin at 4:00 PM on the first day and end at 12:00 PM on the last day of the use period. The first and last days of all use periods are on Fridays. The use periods are separated by 12:00 PM to 4:00 PM (four hours) service periods which are exclusively reserved for the maintenance and refurbishment of the time share owners' units. In addition each unit has a designated week-long service period every year as set forth below. Use periods are numbered and shall be referred to by their number (e.g., use period 12).

Open Periods. As each calendar year is divided into 52 weeks (364 days), in each normal calendar year there is one "free" day accumulated to make a total of 365 days. In leap years (every four years) there will be an additional day, making a total of 2 accumulated free days in those years (1988, 1992, 1996, etc.). As a consequence of this accumulation in every sixth year, the accumulation of seven days results in an unassigned week ("Open Period").

The Open Period of one week, representing each year's accumulation of free days, shall be offered for rental by the Board of Directors, Homeowners Association.

The Owner of the use period occurring immediately preceding the open period (Use Period 52) shall be given the option of renting the Open Period before such period is offered to the general public. Any income derived from the rental of the Open Period may be used in the discretion of the Board of Directors as a reserve fund or to reduce common expenses in subsequent years.

~~BOOK 868 PAGE 1478~~

~~BOOK 860 PAGE 1466~~

~~BOOK 871 PAGE 1214~~

Use Period 1 will begin on the first Friday in January of each calendar year at 4:00 PM and continue until 12:00 PM on Friday, seven days thereafter. Use Period 2 will begin at 4:00 PM on that same Friday and end at 12:00 PM on the Friday 7 days thereafter. Use Periods 3 through 52 will follow the same sequence.

The Use Period Schedule as it will operate in 1986 and 1987 is shown below.

<u>1986</u>			
Use Periods	Date of Commencement	Use Periods	Date of Commencement
1	Jan. 3	23	June 6
2	10	24	13
3	17	25	20
4	24	26	27
5	31	27	July 4
6	Feb. 7	28	11
7	14	29	18
8	21	30	25
9	28	31	Aug. 1
10	Mar. 7	32	8
11	14	33	15
12	21	34	22
13	28	35	29
14	Apr. 4	36	Sept. 5
15	11	37	12
16	18	38	19
17	25	39	26
18	May 2	40	Oct. 3
19	9	41	10
20	16	42	17
21	23	43	24
22	30	44	31
		45	Nov. 7
		46	14
		47	21
		48	28
		49	Dec. 5
		50	12
		51	19
		52	26

1987

Use Periods	Time of Commencement	Use Periods	Time of Commencement
1	Jan. 2	27	July 3
2	9	28	10
3	16	29	17
4	23	30	24
5	30	31	31
6	Feb. 6	32	Aug. 7
7	13	33	14
8	20	34	21
9	27	35	28
10	Mar. 6	36	Sept. 4
11	13	37	11
12	20	38	18
13	27	39	25
14	Apr. 3	40	Oct. 2
15	10	41	9
16	17	42	16
17	24	43	23
18	May 1	44	30
19	8	45	Nov. 6
20	15	46	13
21	22	47	20
22	29	48	27
23	June 5	49	Dec. 4
24	12	50	11
25	19	51	18
26	26	52	25

~~BOOK 868 PAGE 1480~~

~~BOOK 860 PAGE 1468~~

BOOK 871 PAGE 1216

Service Periods for all units, unless otherwise specified by the Board of Directors of the Home Owners Association, shall be Use Period 49. The Board of Directors shall be solely and exclusively responsible for determining service periods and open periods.

The Chelan County officials are hereby authorized to bill real estate taxes and assessments, if any, to the fractional owners directly for their respective fractional interest or interests. Upon the first sale of any fractional interest, as provided for herein, the purchaser of said fractional interest shall be required to segregate the real estate taxes with the Chelan County Assessor's office.

Each and every other term, provision, covenant, condition, easement, reservation and restriction contained in the Declaration and any amendments thereto heretofore filed of record shall remain in full force and effect and the Declaration and Amendments thereto shall not be deemed or construed to be modified in any manner except as hereinabove specifically set forth.

BOOK 868 PAGE 1481

~~BOOK 860 PAGE 1469~~

BOOK 871 PAGE 1217

IN WITNESS WHEREOF, LAKE TAPPS DEVELOPMENT COMPANY, INC. has caused this Declaration to be executed by its duly authorized officers this 15th day of July, 1986.

LAKE TAPPS DEVELOPMENT CO., INC.

By: *Benjamin M. Clifford*
Benjamin M. Clifford, President

By: *J. E. Swanson, Jr.*
J. E. Swanson, Jr., Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 15th day of July, 1986, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BENJAMIN M. CLIFFORD and J. E. SWANSON, JR. to me known to be the President and Secretary, respectively, of LAKE TAPPS DEVELOPMENT COMPANY, and acknowledged the said instrument to be the free and voluntary act and deed of Lake Tapps Development Company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year in this certificate first above written.

Suzanne M. Mauls
Notary Public in and for the State
of Washington, residing at SEATTLE.

Return to:
LAKE TAPPS Dev. Co.
1414 DEXTER AVE. N. Suite 326
SEATTLE, WA. 98109
ATTN. SUSAN MARKER

FEE 10.00
FILED FOR RECORD
PIONEER TITLE COMPANY

'87 FEB 4 AM 10 15
Amnd Decl
BOOK 871 PAGE 1213-18
KENNETH
CLAN COUNTY REC
SEATTLE, WASH.



BOOK 871 PAGE 1218

BOOK 858 PAGE 1482
BOOK 860 PAGE 1470

CERTIFICATE OF AMENDMENT
OF
DECLARATION OF CONDOMINIUM

for Lake Chelan Shores
Establishing a New Time Share
Plan of Ownership

FEE 7.00
FILED FOR RECORD
PIONEER TITLE COMPANY

'09 APR 27 PM 2 30

BOOK 909 *Amend* PAGE 1613-15
KORRETH O. HOUSSEN
CHELAN COUNTY AUDITOR
WENATCHEE, WASH. ✓

8904270060

Lake Tapps Development Company, Inc., whose principal office is located at Suite 326, 1414 Dexter Avenue North, Seattle, Washington 98109, hereinafter referred to as "Declarant" hereby amends the Declaration of Condominium establishing Lake Chelan Shores, a Condominium, as filed under Auditor's Receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of the General Book Records of the Auditor of Chelan County, Washington, together with surveyor's map and building plans filed under Auditor's File No. 815589 in Volume B-10 pages 1 through 17 together with all Amendments heretofore filed of record, as follows:

Section 1. Description of Units under New Time Share Plan of Ownership.

This Amendment pertains exclusively to the following described apartment units in Lake Chelan Shores and any and all additional apartment units which may be constructed pursuant to Declarant's Plan of Development.

Phase II B

Building 12 - Unit 5, Building 14 - Unit 1, Building 14 - Unit 6

Phase III

Building 15 - Unit 6, Building 15 - Unit 8

Section 2. Definitions.

The following definitions shall pertain to apartment units referenced in Section 1 and timeshare owners having an interest in such apartment units.

"Unit" shall mean apartment.

"Time Share Owner" or "TSO" shall mean an individual, corporation, partnership, association, trustee or other legal entity which is the owner of a time share unit (TSU).

"Time Share Unit" or "TSU" shall mean an undivided one seventeenth (1/17th) fractional fee interest held by a time share owner (TSO) in a unit described in Section 1.

"Use Period" shall mean a seven (7) consecutive day exclusive right of possession and occupancy by a time share owner. There will be fifty-one (51) seven (7) day periods of occupancy each calendar year. Such seven (7) day period of occupancy shall begin at 4:00 p.m. on the first day and end at 12:00 p.m. on the last day of occupancy. The first and last days of all use periods are on Fridays. The use periods are separated by 12:00 p.m. to 4:00 p.m. (four hours) service periods which are exclusively reserved for the maintenance and refurbishment of the time share units. Use periods are governed by the Vacation Planning Schedule attached as Exhibit A to this Amendment to the Declaration of Condominium.

BOOK 909 PAGE 1613

"Service Period" shall mean that one week period of time as referenced in the Vacation Planning Schedule (Exhibit A) for maintenance, remodel, renovation, refurbishment, etc. each calendar year.

Section 3. New Time Share Plan.

The time share owner of any unit described in Section 1, including the declarant, shall have the right to sell and convey one-seventeenth (1/17th) undivided fee interests, to be held in common with other time share owners of a given unit, with an equivalent undivided percentage interest in the common areas and facilities appertaining to said unit. Along with the undivided interests, there shall be an exclusive right of possession and occupancy of said time share owner, three use periods each year, one use period approximately every seventeen (17) weeks. Such use periods rotate approximately four (4) weeks each calendar year. For each unit described in Section 1, said one-seventeenth (1/17th) undivided interests shall be designated as "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", and "Q", respectively. Said exclusive right of possession and occupancy shall continue on a like rotating basis as long as any one owns a one-seventeenth (1/17th) undivided interest in a unit. The schedule for establishing the basis for the rotation is attached as Exhibit A.

Each and every other term, provision, covenant, condition, easement, reservation and restriction contained in the Declaration of Condominium and any amendments thereto heretofore filed of record shall remain in full force and effect and the Declaration of Condominium and Amendments thereto shall not be deemed or construed to be modified in any manner except as hereinafter specifically set forth.

IN WITNESS WHEREOF, LAKE TAPPS DEVELOPMENT COMPANY, INC. has caused this Declaration to be executed by its duly authorized officers this 24th day of April, 1989.

LAKE TAPPS DEVELOPMENT COMPANY, INC.

By: Benjamin M. Clifford
Benjamin M. Clifford, President

By: J.E. Swanson, Jr.
J.E. Swanson, Jr., Secretary

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 24th day of April, 1989, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BENJAMIN M. CLIFFORD and J.E. SWANSON, JR. to me known to be the President and Secretary, respectively, of LAKE TAPPS DEVELOPMENT COMPANY, INC., and acknowledged the said instrument to be the free and voluntary act and deed of Lake Tapps Development Company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year in this certificate first above written.

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

FEE 8.00
FILED FOR REC'D

PIONEER TITLE COMPANY

JUN 8 2 37 PM '90
Amnd Decl
BOOK 90 PAGE 1272-B
CHELAN COUNTY AUDITOR
WENATCHEE, WASH

CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM
For Lake Chelan Shores, A Condominium

9006080057

Section 1. Declaration, Surveyors Maps and Plans

Lake Tapps Development Company, Inc. is the Declarant of Lake Chelan Shores, a Condominium, as filed under Auditor's Receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of The General Book of Records of the Auditor of Chelan County, together with surveyor's map and set of building plans filed under Auditor's File No. 815589 in Volume B-10, pages 1 through 17, and does hereby amend the Declaration of Condominium as follows:

Section 2. Assignment of Declarant Rights to Lake Chelan Shores, Phase III

Lake Tapps Development Company, Inc. does hereby assign any and all its declarant rights to Phase III of Lake Chelan Shores pursuant to the Lake Chelan Shores Declaration of Condominium and Amendments thereto, to Chelan Shores Development Company, a partnership, whose general partners are Thomas E. Comer, Leo I. Flood and Jeff T. Dickinson and whose principal office is located at 525 Boren Avenue North, Seattle, Washington, 98109. Such assignment of declarant rights is made ~~subject~~ to the terms and conditions of a Purchase and Sale Agreement by and between the parties dated November 1, 1989.



Section 3. Incorporation by Reference

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration as filed and all Amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase III, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, LAKE TAPPS DEVELOPMENT CO., INC., has caused this Certificate of Amendment to Declaration to be executed by its duly authorized officers this 7 day of June, 1990.

LAKE TAPPS DEVELOPMENT CO., INC.

By: Benjamin M. Clifford
Benjamin M. Clifford, Pres.

By: J.E. Swanson, Jr.
J.E. Swanson, Jr. Secretary

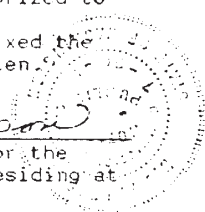
BOOK 930 PAGE 1272

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 7th day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared BENJAMIN M. CLIFFORD and J.E. SWANSON, JR., to me known to be the President and Secretary, respectively, of LAKE TAPPS DEVELOPMENT COMPANY, and acknowledged the said instrument to be the free and voluntary act and deed of Lake Tapps Development Company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the _____ day and year in this certificate first above written.

B. F. Anderson
NOTARY PUBLIC in and for the
State of Washington, residing at
Seattle



Following Recordation:
Please return to:

Lake Tapps Development Company
1414 Dexter Avenue North, Suite 326
Seattle, Washington 98109

FEE 17.00
FILED FOR RECORD
PIONEER TITLE COMPANY

JUN 18 2 42 PM '90
Amend Decl
BOOK 931 PAGE 292-02
CHELAN COUNTY AUDITOR
WENATCHEE, WASH. V

CERTIFICATE OF AMENDMENT
TO

DECLARATION OF CONDOMINIUM

For Lake Chelan Shores, A Condominium

Incorporation PHASE IIIb into The
Common Condominium Plan

9006180082

Chelan Shores Development Company, is the Declarant, pursuant to the recorded document Assignment of Declarant Rights to Lake Chelan Shores, Phase III as recorded with the Chelan County Auditor under Auditor's File No. 9006180057 and recorded in Volume 930 Page 1272 of Lake Chelan Shores, a Condominium as filed under Auditor's Receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of The General Book of Records of the Auditor of Chelan County, together with surveyor's map and set of building plans filed under Auditor's File No. 815589 in Volume B-10, pages 1 through 17, and Amendments thereto, does hereby Amend the Declaration of Condominium as follows:

SECTION 1. Original Declaration of Condominium and Surveyor's Maps.

The Original Declaration of Condominium establishing Lake Chelan Shores, a condominium, was filed with The County Auditor of Chelan County, Washington, on August 14, 1980, under Chelan County Auditor's Receiving No. 815590, recorded in Volume 778 of Plats, pages 705 through 735.

Contemporaneously with the recording of the original Declaration of Condominium for Lake Chelan Shores, surveyor's maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas for Phase I consisting of Forty-Seven Residential Condominium Apartment Units were filed in the Office of The Auditor of Chelan County, Washington, under Auditor's Receiving No. 815589 in Volume B-10 of Condominiums, pages 1 through 17.

Said Declaration of Condominium and Surveyor's Maps are by this reference incorporated as a part hereof as though herein set forth in full.

On July 15, 1983, Declarant caused to be filed a Certificate of Amendment to Declaration Incorporating Phase II into The Common Condominium Plan. Said Certificate of

BOOK 931 PAGE 292

Amendment was filed with The County Auditor of Chelan County, Washington under Auditor's Receiving No. 8307150002, recorded in Book 812 at pages 1922 through 1932.

Contemporaneously with the recording of The Certificate of Amendment Incorporating Phase II into Lake Chelan Shores, surveyors maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas for Phase II, consisting of Twenty Eight (28) Residential Condominium Apartment Units were filed in the Office of The Auditor of Chelan County, Washington, under Auditor's Receiving No. 8307150001, in Volume 11 of Condominiums, pages 24 through 31.

Said Certificate of Amendment and Surveyor's Maps are by this reference incorporated herein as a part hereof as though set forth in full.

Prior to the conveyance of any unit in Phase III, a verified statement by a registered architect, professional engineer or land surveyor shall certify that the plans as filed fully and accurately depict the unit numbers and the dimensions and location of the Phase III units as built, all in accordance with RCW 64.32.100.

SECTION 2. Integration of Phase III B with Phases I, II and III A

In the original Declaration of Condominium for Lake Chelan Shores, the undersigned Declarant has provided, pursuant to Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of any Phase or any part thereof that said Declarant shall file an amendment to said Declaration incorporating said Phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's, undivided ownership interest in the common areas and facilities in Phase I, II and III combined. Phase III B of The Common Condominium Plan as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this amendment.

As provided by Section 7, Subparagraph B of the original Declaration of Condominium, the number of square feet for all of the apartment units in Phase I was 39,546 with a total value of \$5,008,250, which equals an average value of \$126.64 per square foot.

Phase II consists of Twenty-Eight (28) Residential Apartment Units containing a total of 32,336 square feet. The declared total value of Phase II was \$4,095,031 (32,336 x \$126.64) and the combined total value of Phase I and II was \$9,103,281.

Phase III A shall consist of Nine (9) Residential Apartment Units containing a total of 10,032 square feet. The declared total value of Phase III A shall be \$1,270,452 (10,032 x \$126.64) and the combined total value of Phase I, II, and III A shall be \$10,373,733.

Phase III B shall consist of Four (4) Residential Apartment Units containing a total of 5,359 square feet. The declared total value of Phase III B shall be \$675,500 and the combined total value of Phase I - Phase III B shall be \$11,049,233.

SECTION 3. Legal Description of Land

The legal description of the land upon which Phase III B of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference is incorporated herein. The legal description of the land upon which Phase I, II and III A are situated as amended is attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 4. Surveyor's Map

Surveyor's Maps showing the surface of the land hereby submitted to the provisions of the Act, which show the location of the buildings constructed or to be constructed thereon as Phase III B, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and the limited common areas, are filed of record contemporaneously herewith in the Office of the Auditor of Chelan County, Washington, under Auditor's Receiving No. 8410090018 in Volume 12 of Condominiums, pages 39 through 44. The Phase III B Surveyor's Map as recorded with the Auditor of Chelan County, Washington under Auditor's Receiving No. 400618001, Volume 17, page 53-60 is hereby attached as Exhibit "C" and by this reference incorporated herein.

SECTION 5. Description of Phase III, Phase III A and Phase III B

A. Under Declarant's amended plan for development, Phase III of the Lake Chelan Shores Condominium will consist of six (6) buildings with Building 15 containing Nine (9) Residential Apartment Units, Building 16 containing Four (4) Residential Apartment Units, Building 17 containing Eight (8) Residential Apartment Units, Building 18 containing Eight (8) Residential Apartment Units, and Building 19

containing Ten (10) Residential Apartment Units respectively. Each Apartment unit will be approximately 1321 to 1358 square feet in size.

Declarant hereby reserves the right to designate the number, type or style of Residential Apartment Units for each building to be constructed in the future.

Declarant hereby reserves the right to construct Phase III improvements in two or more sub-phases over a period of years commencing in the spring of 1990. In no event shall Declarant be obligated to complete all the buildings and amenities in Phase III if in Declarant's opinion, it is not economically practical to do so.

All Phase III buildings are wood frame construction on concrete foundations, having red tile roofs and exterior stucco finish. All Phase III buildings are architecturally and aesthetically compatible with Phase I, II and III A buildings. Buildings 16 through 20 will have paved reserved parking spaces in lieu of covered carports. The Declarant hereby exercises its rights not to construct a marina facility as any part of Phase III amenities. The original Declarant, Lake Tapps Development Company, Inc. satisfied any such Marina facility with respect to Phase III amenities improvements pursuant to an agreement and promissory note between Lake Tapps Development Company, Inc. and the Lake Chelan Shores Homeowner's Association dated October 2, 1989.

SECTION 6. Description of Phase III Units and Values

B. The value of Phase III B property shall be \$675,500.00. The value of the property I, II, III A and III B combined shall be \$11,049,233.00 containing a total of 87,273 square feet of enclosed living area.

C. Each of the Units in Phase III B are a combination one bedroom unit portion containing one bedroom, one bath and a two bedroom unit portion containing two bedrooms, two baths. Unit 16-1 and 16-2 contain 1321 square feet each and are ground floor units and Unit 16-3 and 16-4 contain 1358.5 square feet each are upper floor units.

D. Access to the common areas and facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the shores of Lake Chelan and The Chelan-Manson Highway (SR 150).

SECTION 7. Incorporation by Reference

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration as filed and all Amendments and Exhibits thereto are hereby incorporated

herein by reference, to be binding upon all unit owners in Phase III, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, CHELAN SHORES DEVELOPMENT COMPANY, has caused this Certificate of Amendment to Declaration to be executed by its duly authorized officers this 8th day of JUNE, 1990.

CHELAN SHORES DEVELOPMENT CO.

By: Jeff T. Dickinson
Jeff T. Dickinson, Partner

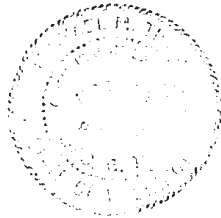
By: Thomas E. Comer
Thomas E. Comer, Partner

By: Leo T. Flood
Leo T. Flood, Partner

STATE OF WASHINGTON)
)
COUNTY OF KING Chelan)

On this 8th day of June, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JEFF T. DICKINSON, THOMAS E. COMER AND LEO T. FLOOD, to me known to be the Partners, respectively, of Chelan Shores Development Company, the partnership that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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



Michael H. Finze
NOTARY PUBLIC in and for the
State of Washington, residing at
East Wenatchee

EXHIBIT "A"

EXHIBIT "A"

LAKE CHELAN SHORES, A CONDOMINIUM
PHASE IIIB - LAKE CHELAN SHORES

LEGAL DESCRIPTION OF PHASE IIIB

That portion of the NW 1/4 of the NE 1/4 of Section 10,
Township 27 North, Range 22 East of W.M., Chelan County,
Washington described as follows:

Commencing at the southeast corner of the NW 1/4 of the NE
1/4 of said Section 10; thence S 89 32'20" W 1122.00 feet
along the south line of said subdivision; thence N 0 17'54"
W 165.61 feet; thence S 64 49'47" E 110.00 feet; thence N 85
06'10" E 70.33 feet to the point of beginning; thence
continuing N 85 06'10" E 46.00 feet; thence N 14 30'00" E
135.00 feet; thence N 41 57'27" E 172.85 feet to the
southerly margin of Secondary State Highway No 10-C; thence
N 81 43'36" W 204.00 feet along said margin; thence S 1 18'
29" E 296.60 feet to the point of beginning.

EXHIBIT "B"

LAKE CHELAN SHORES, A CONDOMINIUM
PHASE I, II AND III, LAKE CHELAN SHORES

Beginning at the southeast corner of the NW 1/4 of the NE 1/4 of Section 10, Township 27 North, Range 22 E of W.M., Chelan County, Washington; thence S 89 32'20" W along south line of said subdivision 822.00 feet; thence N 0 17'54" W 133.61 feet; thence N 8 16'24" E 97.00 feet to the southerly margin of Secondary State Highway 10-C; thence easterly along said margin S 81 43'36" E 165.61 feet; thence S 8 16'24" W 70.85 feet; thence S 34 47'14" E 60.00 feet; thence N 55 12'46" E 130.00 feet to the beginning of a curve to the right with a radius of 162.94 feet; thence northeasterly along said curve through a central angle of 15 29'18" an arc distance of 44.04 feet to intersect at a point on a tangent; thence S 81 43'36" E 87.34 feet to the beginning of a curve to the right from which the center bears N 8 16'24" E 3556.44 feet distance; thence easterly along said curve through a central angle of 5 30'48" an arc distance of 342.22 feet to intersect the east line of said subdivision; thence S 0 17'54" E 223.12 feet along said east subdivision line to the point of beginning.

TOGETHER with that portion of the NW 1/4 of the NE 1/4 and Government Lot 3 and 4, in said Section 10 described as follows: Commencing at the northeast corner of said Government Lot 3; thence S 89 32'20" W along the north line of said Government Lot 1122.00 feet to the point of beginning; thence S 0 17'54" E 420.00 feet; thence S 89 42'06" W 410.96 feet; thence N 39 21'14" W 112.35 feet; thence N 16 09'16" W 559.15 feet; thence N 49 00'00" E 304.31 feet; thence S 72 18'00" E 48.87 feet; thence S 54 25'29" E 263.22 feet; thence S 64 49'47" E 159.55 feet; thence S 0 17'54" E 165.61 feet to the point of beginning. SUBJECT TO and TOGETHER WITH easement for the purposes of ingress, egress and the installation and maintenance of utilities over that portion thereof described in "Declaration of Easement" recorded under Auditor's File No. 815363 records of said County.

TOGETHER with that portion of the NW 1/4 of the NE 1/4 and Government Lot 4, Section 10, Township 27 North, Range 22 East of W.M., Chelan County, Washington described as follows: Commencing at the southeast corner of the NW 1/4 of the NE 1/4 of said Section 10; thence S 89 32'20" W 1122.00 feet along the south line of said subdivision; thence N 0 17'54" W 165.61 feet to the point of beginning; thence N 64 49'47" W 159.55 feet; thence N 54 25'29" W 263.22 feet; thence S 72 18'00" E 126.13 feet; thence N 17 42'00" E 137.00 feet to the southerly margin of Secondary State Highway No. 10-C; thence southeasterly along said margin to a point of tangency; thence S 81 43'36" E 297.00 feet;

thence S 8 16'24" W 97.00 feet; thence S 34 47'14" E 118.00 feet; thence S 63 25'17" W 132.01 feet; thence S 85 06'10" W 201.33 feet; thence N 64 49'47" W 110.00 feet to the point of beginning.

TOGETHER with that portion of Government Lot 3 in said Section 10 described as follows: Commencing at the NE corner of said Government Lot 3; thence S 89 32'20" W 1122.00 feet along north line of said Government Lot 3; thence S 0 17'54" E 420.00 feet to the point of beginning; thence continuing S 0 17'54" E 438.93 feet; thence N 84 03'25" W 69.49 feet; thence N 39 21'14" W 542.63 feet; thence N 89 42'06" E 410.96 feet to the point of beginning.

EXHIBIT "C"
LAKE CHELAN SHORES

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units in Phase I, II, IIIA and IIIB combined, for all purposes, including voting, are set forth below:

<u>BLDG.</u>	<u>BLDG/UNIT NUMBERS</u>	<u>AREA ENCL. SQ. FTGE.</u>	<u>DECK AREA</u>	<u>PATIO AREA</u>	<u>UNIT VALUE</u>	<u>PERCENT-AGE</u>
1	1-1	1008		368	125750	1.1381%
	1-2	806		144	105750	0.9571%
	1-3	806		144	105750	0.9571%
	1-4	758		144	93750	0.8485%
	1-5	1014	96		126750	1.1471%
	1-6	1014	96		126750	1.1471%
2	2-1	758		144	93750	0.8485%
	2-2	758		144	93750	0.8485%
	2-3	966	96		119750	1.0838%
	2-4	966	96		119750	1.0838%
3	3-1	488		162	62750	0.5679%
	3-2	806		272	104750	0.9480%
	3-3	806		144	103750	0.9390%
	3-4	806		144	104750	0.9480%
	3-5	758		144	93750	0.8485%
	3-6	806	96		98750	0.8937%
	3-7	1382	96		146750	1.3282%
	3-8	1014	96		126750	1.1471%
4	4-1	448		144	62750	0.5679%
	4-2	806		144	105750	0.9571%
	4-3	806		144	105750	0.9571%
	4-4	448		144	62750	0.5679%
	4-5	1014	96		119750	1.0838%
	4-6	1014	96		126750	1.1471%
5	5-1	758		144	93750	0.8485%
	5-2	806		144	105750	0.9571%
	5-3	758		144	93750	0.8485%
	5-4	1014	96		119750	1.1471%
	5-5	966	96		126750	1.0838%
6	6-1	448		162	64750	0.5860%
	6-2	806		264	103750	0.9390%
	6-3	758		144	93750	0.8485%
	6-4	1014	96		126750	1.1471%
	6-5	966	96		126750	1.1471%
7	7-1	758		144	93750	0.8485%

	7-2	758		144	93750	0.8485%
	7-3	966	96		119750	1.0833%
	7-4	966	96		119750	1.0838%
8	8-1	448		144	62750	0.5679%
	8-2	806		144	105750	0.9571%
	8-3	806		144	105750	0.9571%
	8-4	806		144	103750	0.9390%
	8-5	448	96		62750	0.5679%
	8-6	806	96		98750	0.8937%
	8-7	1382	96		146750	1.3282%
	8-8	1014	96		126750	1.1471%
9	9-1	1072		258	175750	1.4750%
10	10-1	967		144	136288	1.2335%
	10-2	1146		144	145650	1.3182%
	10-3	1104		144	140965	1.2758%
	10-4	1134	96		145650	1.3182%
	10-5	1134	96		145650	1.3182%
11	11-1	1221		144	155015	1.4030%
	11-2	1146		144	145650	1.3182%
	11-3	1104		144	140965	1.2758%
	11-4	975	96		118485	1.0723%
	11-5	1542	96		183110	1.6572%
	11-6	1134	96		145650	1.3182%
12	12-1	1221		144	155015	1.4030%
	12-2	1146		144	145650	1.3182%
	12-3	1104		144	140965	1.2758%
	12-4	975	96		118485	1.0723%
	12-5	1542	96		183110	1.6572%
	12-6	1134	96		145650	1.3182%
13	13-1	967		144	136288	1.2335%
	13-2	1146		144	145650	1.3182%
	13-3	1104		144	140965	1.2758%
	13-4	1134	96		145650	1.3182%
	13-5	1134	96		145650	1.3182%
14	14-1	1221		144	155015	1.4030%
	14-2	1146		144	145650	1.3182%
	14-3	1104		144	140965	1.2758%
	14-4	975	96		118485	1.0723%
	14-5	1542	96		183110	1.6572%
	14-6	1134	96		145650	1.3182%
15	15-1	640		96	89589	0.8108%
	15-2	1264	86	86	159461	1.4432%
	15-3	1264	96	96	157465	1.4253%
	15-4	1264	96	96	159461	1.4432%
	15-5	1280	86	86	162456	1.4703%
	15-6	784	86		97574	0.8831%

	15-7	1368	96	171440	1.5516%
	15-8	1368	96	173436	1.5697%
	15-9	800	86	99570	0.9012%
16	16-1	1321	123	167291	1.4978%
	16-2	1321	100	167291	1.5159%
	16-3	1358.5	103	172040	1.5408%
	16-4	1358.5	80	172040	1.5589%
TOTALS				11,049,233	100.0000%

The apartment unit values and percentages of individual ownership interest in the common areas and facilities are established for the purpose required of this Declaration and the Act and does not necessarily reflect what may be the fair market value or the selling price.

EXHIBIT "D"

LAKE CHELAN SHORES, PHASE IIIB
Description of the Apartment Units

There are four (4) apartment units in Phase IIIB as follows:

Apartment Units 16-1, 16-2, 16-3 and 16-4:

Each apartment unit contains two self-contained sub-units. Sub-units are identified by a letter designation following the apartment unit number. Sub-unit A identifies the two bedroom, 2 bath sub-unit and sub-unit B identifies the one bedroom, one bath sub-unit. Each apartment unit is approx. 1321 - 1358 square feet in size.

AFFIDAVIT
Amendment to Chelan Shores III B

The purpose of this affidavit is to correct the omission of unit numbers on page 4 of Chelan Shores Phase III B, a condominium recorded under Auditors No. 9006180081 on June 18, 1990 in volume 17 of condominiums on pages 53 through 60, records of Chelan County Auditor, Wenatchee, Washington. The unit numbers for the upper level of Building No. 16 are as follows:

- Left hand unit is Number 16-4
- Right hand unit is Number 16-3

I Floyd H. Archer do hereby certify that the afore described unit numbers are correct.

9007030068



Floyd H. Archer
Floyd H. Archer

WOL ARCHER H665JB
Registered Land Surveyor FEE 7.00
No. 11539 FILED FOR RECORD

PIONEER TITLE COMPANY

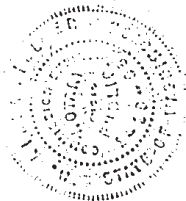
JUL 3 2 49 PM '90

Amnd
BOOK 932 PAGE 335
CHELAN COUNTY AUDITOR
WENATCHEE, WASH. ✓

STATE OF WASHINGTON) SS
COUNTY OF *Inchewaish*

On this day personally appeared before me Floyd H. ARCHER to me known to be the individual described in and, who executed the within and foregoing instrument and acknowledged to me that he signed the same as his free and voluntary act and deed for the purposes therein mentioned.

Given under my hand and official seal this 30th day of June, 1990.



m Linda Field
NOTARY PUBLIC in and for the State
of Washington, residing in Mercur
Island

BOOK 932 PAGE 335

FEE 10.00
FILED FOR
PIONEER TITLE COMPANY

AUG 6 10 45 AM '90
Annul Decl
BOOK 934 PAGE 520-23
CHELAN COUNTY WASH
WENATCHEE WASH ✓

CERTIFICATE OF AMENDMENT
OF
DECLARATION OF CONDOMINIUM

for Lake Chelan Shores
Building 16 Timeshare Plan of Ownership

9008060029

Chelan Shores Development Company, whose principal office is located at 525 Boren Avenue North, Seattle, Washington 98109, hereinafter referred to as "Declarant" hereby amends the Declaration of Condominium establishing Lake Chelan Shores, a condominium, as filed under Auditor's Receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of the General Book of Records of the Auditor of Chelan County, Washington, together with surveyor's map and building plans filed under Auditor's File No. 815589 in Volume B-10 pages 1 through 17 together with all Amendments heretofore filed of record, as follows:

Section 1 Description of Units under Timeshare Plan of Ownership.

This Amendment pertains exclusively to the following described apartment units in Lake Chelan Shores and any and all additional apartment units which may be constructed pursuant to Declarant's Plan of Development.

Phase III B

Building 16 - Unit 2, and Unit 4. The declarant reserves the right to convey the herein described units as whole ownership units at its sole option.

Future Phase III Development

All additional apartment unit development in Phase III shall, if conveyed as timeshare units, utilized the timeshare plan herein unless superceded by amendment.

Section 2. Definitions.

The following definitions shall pertain to apartment units referenced in Section 1, Future Phase III Development and timeshare owners having an interest in such apartment units.

"Unit" shall mean apartment.

"Timeshare Owner" or "TSO" shall mean an individual, corporation, partnership, association, trustee or other legal entity which is the owner of a timeshare unit (TSU).

"Timeshare Unit" or "TSU" shall mean an undivided one seventeenth (1/17th) fractional fee interest held by a

timeshare owner (TSO) in a unit described in Section 1 and Future Phase III Development above.

"Use Period" shall mean a seven (7) consecutive day exclusive right of possession and occupancy by a timeshare owner. There will be fifty-one (51) seven (7) day periods of occupancy each calendar year. Such seven (7) day period of occupancy shall begin at 4:00 p.m. on the first day and end at 12:00 p.m. on the last day of occupancy. The first and last days of all use periods are on Fridays. The use periods are separated by 12:00 p.m. to 4:00 p.m. (four hours) service periods which are exclusively reserved for the maintenance and refurbishment of the timeshare units. Use periods are governed by the Vacation Planning Schedule attached as Exhibit A to this Amendment to the Declaration of Condominium.

"Service Period" shall mean that one week period of time as referenced in the Vacation Planning Schedule (Exhibit A) for maintenance, remodel, renovation, refurbishment, etc. each calendar year.

Section 3. Timeshare Plan.

The timeshare owner of any unit described in Section 1 or Future Phase III Development, including the declarant, shall have the right to sell and convey one-seventeenth (1/17th) undivided fee interests, to be held in common with other timeshare owners of a given unit, with an equivalent undivided percentage interest in the common areas and facilities pertaining to said unit. Along with the undivided interests, there shall be an exclusive right of possession and occupancy of said timeshare unit, three use periods each year, one use period approximately every seventeen (17) weeks. Such use periods rotate approximately four (4) weeks each calendar year. For each unit described in Section 1 and Future Phase III Development above, said one-seventeenth (1/17th) undivided interests shall be designated as "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", and "Q", respectively. Said exclusive right of possession and occupancy shall continue on a like rotating basis as long as any one owns a one-seventeenth (1/17th) undivided interest in a unit. The schedule for establishing the basis for the rotation is attached as Exhibit A and is referred to as the Vacation Planning Schedule.

Each and every other term, provision, covenant, condition, easement, reservation and restriction contained in the Declaration of Condominium and any amendments thereto heretofore filed of record shall remain in full force and effect and the Declaration of Condominium and Amendments thereto shall not be deemed or construed to be modified in any manner except as hereinafter specifically set forth.

FEE 10.00
FILED FOR RECORD

PIONEER TITLE COMPANY,

AMENDED
CERTIFICATE OF AMENDMENT
OF
DECLARATION OF CONDOMINIUM

OCT 15 11 17 AM '90
BOOK 938 Page 1504-07
CHELAN COUNTY AUDITOR
WENATCHEE, WASH.

For Lake Chelan Shores
Building 16 Time Share Plan of Ownership

9010150033

Chelan Shores Development Company, whose principal office is located at 525 Boren Avenue North, Seattle, Washington 98109, hereinafter referred to as "Declarant" hereby amends the Declaration of Condominium establishing Lake Chelan Shores, a condominium, as files under Auditor's Receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of the General Book of Records of the Auditor of Chelan County, Washington, together with surveyor's map and building plans filed under Auditor's File No. 815589 in Volume B-10 pages 1 through 17 together with all Amendments heretofore filed of record. This Amended Certificate supercedes that certain Certificate of Amendment filed under Auditor's Receiving No. 9008060029 and recorded in Volume 934, pages 520 through 523, General Book of Records of Chelan County Auditor as follows:

Section 1. Description of Units under Time Share Plan of Ownership.

This Amendment pertains exclusively to the following described apartment units in Lake Chelan Shores and any and all additional apartment units which may be constructed pursuant to Declarant's Plan of Development.

Phase III B

Building 16, - Units 16-1, 16-3 and 16-4.

The Declarant reserves the right to convey these apartment units as whole ownership units at its sole discretion.

Building 16, Unit 16-2-A and Unit 16-2-B.

Declarant hereby establishes Units 16-2-A and 16-2-B as Time Share Units under this Time Share Plan of Ownership.

Future Phase III Development.

Any and all additional apartment units constructed and developed under the Phase III Plan of Condominium Development if established and conveyed as Time Share Units shall be subject to and utilize this Time Share Plan unless this Plan is hereafter superceded by amendment.

Section 2. Definitions.

The following definitions shall pertain to apartment units referenced in Section 1, Future Phase III Development and timeshare owners having an interest in such apartment units.

"Unit" shall mean apartment.

"Timeshare Owner" or "TSO" shall mean an individual, corporation, partnership, association, trustee or other legal entity which is the owner of a timeshare unit (TSU).

"Timeshare Unit" or "TSU" shall mean an undivided one seventeenth (1/17th) fractional fee interest held by a timeshare owner (TSO) in a unit described in Section 1 and Future Phase III Development above.

"Use Period" shall mean a seven (7) consecutive day exclusive right of possession and occupancy by a timeshare owner. There will be fifty-one (51) seven (7) day periods of occupancy each calendar year. Such seven (7) day period of occupancy shall begin at 4:00 p.m. on the first day and end at 12:00 p.m. on the last day of occupancy. The first and last days of all use periods are on Fridays. The use periods are separated by 12:00 p.m. to 4:00 p.m. (four hours) service periods which are exclusively reserved for the maintenance and refurbishment of the timeshare units. Use periods are governed by the Vacation Planning Schedule attached as Exhibit A to this Amendment to the Declaration of Condominium.

"Service Period" shall mean that one week period of time as referenced in the Vacation Planning Schedule (Exhibit A) for maintenance, remodel, renovation, refurbishment, etc. each calendar year.

Section 3. Timeshare Plan.

The timeshare owner of any unit described in Section 1 or Future Phase III Development, including the declarant, shall have the right to sell and convey one-seventeenth (1/17th) undivided fee interests, to be held in common with other timeshare owners of a given unit, with an equivalent undivided percentage interest in the common areas and facilities pertaining to said unit. Along with the undivided interests, there shall be an exclusive right of possession and occupancy of said timeshare unit, three use periods each year, one use period approximately every seventeen (17) weeks. Such use periods rotate approximately four (4) weeks each calendar year. For each unit described in Section 1 and Future Phase III Development above, said one-seventeenth (1/17th) undivided interests timeshare segments shall be designated as "A", "B", "C", "D", "E", "F", "G", "H", "I", "J", "K", "L", "M", "N", "O", "P", and "Q", respectively. Said exclusive right of possession and occupancy shall continue on a like rotating basis as long as any one owns a one-seventeenth (1/17th) undivided interest in a unit. The schedule for establishing the basis for the rotation is attached as Exhibit A and is referred to as the Vacation Planning Schedule.

Each and every other term, provision, covenant, condition, easement, reservation and restriction contained in the Declaration of Condominium and any amendments thereto heretofore filed of record shall remain in full force and effect and the Declaration of Condominium and Amendments thereto shall not be deemed or construed to be modified in any manner except as hereinafter specifically set forth.

IN WITNESS WHEREOF, Chelan Shores Development Company has caused this Declaration of Condominium to be executed by its duly authorized partners this 14th day of October, 1990.

CHELAN SHORES DEVELOPMENT CO.

By: Jeff T. Dickinson
Jeff T. Dickinson

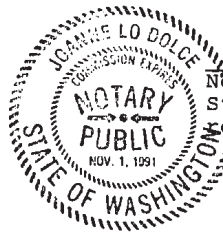
By: Thomas E. Comer
Thomas E. Comer

By: Leo T. Flood
Leo T. Flood

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

On this 14th day of October, 1990, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared JEFF T. DICKINSON, THOMAS E. COMER and LEO T. FLOOD, to me known to be the Partners of CHELAN SHORES DEVELOPMENT COMPANY, and acknowledged the said instrument to be the free and voluntary act and deed of Chelan Shores Development Company, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year in this certificate first above written.



Joanne Dolce
Notary Public in and for the
State of Washington
Residing at Manson

Lake Chelan Shores

Vacation Planning Schedule

BOOK 938 PAGE 1507

Your segment letter is: _____

Month _____
 Week # _____
 Segment _____
 Check-In Date _____
 Check-Out Date _____

1989

Month	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Week #	1	2	3	4	5	6	7	8	9	10	11	12
Segment	A	B	C	D	E	F	G	H	I	J	K	L
Check-In Date	13	20	27	3	10	17	24	31	7	14	21	28
Check-Out Date	20	27	3	10	17	24	31	7	14	21	28	5

BOOK 934 PAGE 523

Month _____
 Week # _____
 Segment _____
 Check-In Date _____
 Check-Out Date _____

1990

Month	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Week #	1	2	3	4	5	6	7	8	9	10	11	12
Segment	E	F	G	H	I	J	K	L	M	N	O	P
Check-In Date	5	12	19	26	2	9	16	23	30	6	13	20
Check-Out Date	12	19	26	2	9	16	23	30	6	13	20	27

Month _____
 Week # _____
 Segment _____
 Check-In Date _____
 Check-Out Date _____

1991

Month	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Week #	1	2	3	4	5	6	7	8	9	10	11	12
Segment	I	J	K	L	M	N	O	P	Q	A	B	C
Check-In Date	4	11	18	25	1	8	15	22	29	5	12	19
Check-Out Date	11	18	25	1	8	15	22	29	5	12	19	26

Month _____
 Week # _____
 Segment _____
 Check-In Date _____
 Check-Out Date _____

1992

Month	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Week #	1	2	3	4	5	6	7	8	9	10	11	12
Segment	M	N	O	P	Q	A	B	C	D	E	F	G
Check-In Date	3	10	17	24	31	7	14	21	28	4	11	18
Check-Out Date	10	17	24	31	7	14	21	28	4	11	18	25

Month _____
 Week # _____
 Segment _____
 Check-In Date _____
 Check-Out Date _____

1993

Month	JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
Week #	1	2	3	4	5	6	7	8	9	10	11	12
Segment	Q	A	B	C	D	E	F	G	H	I	J	K
Check-In Date	8	15	22	29	5	12	19	26	2	9	16	23
Check-Out Date	15	22	29	5	12	19	26	2	9	16	23	30



RED HIGH
 WHITE MEDIUM
 BLUE LOW

Friday to Friday
 Check-In: 4:00 p.m.
 Check-Out: Noon

9010150034

AMENDED
CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

For Lake Chelan Shores, A Condominium
Incorporation PHASE IIIb into the
Common Condominium Plan

FEE 1800
FILED FOR RECORD
PIONEER TITLE COMPANY,
OCT 15 11 17 AM '90
BOOK 938 *Amend/Decl*
CHELAN COUNTY, WASH. 1508-19
WENATCHEE, WASH. ✓

Chelan Shores Development Company, is the Declarant, pursuant to the recorded document Assignment of Declarant Rights to Lake Chelan Shores, Phase III as recorded with the Chelan County Auditor under Auditor's File No. 9006080057 and recorded in Volume 930 Page 1272 of Lake Chelan Shores, a Condominium as filed under Auditor's Receiving No. 815590 and recorded in Volume 778, at pages 705 through 735 of The General Book of Records of the Auditor of Chelan County, together with surveyor's map and set of building plans filed under Auditor's File No. 815589 in Volume B-10, pages 1 through 17, and Amendments thereto does hereby Amend the Declaration of Condominium and: This Amended Certificate of Amendment Amends and Supercedes that certain Certificate of Amendment Incorporation PHASE IIIb which was filed under Auditor's Receiving No. 9006180082 and recorded in Volume 931 at pages 292-302 of the General Book of Records of the Chelan County Auditor as follows:

SECTION 1. Original Declaration of Condominium and Surveyor's Maps.

The Original Declaration of Condominium establishing Lake Chelan Shores, a condominium, was filed with the County Auditor of Chelan County, Washington, on August 14, 1980, under Chelan County Auditor's REceiving No. 815590, recorded in Volume 778 of Plats, pages 705 through 735.

Contemporaneously with the recording of the original Declaration of Condominium for Lake Chelan Shores, surveyor's maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas for Phase I consisting of Forty-Seven Residential Condominium Apartment Units were filed in the Office of The Auditor of Chelan County, Washington, under Auditor's Receiving No. 815589 in Volume B-10 of Condominiums, pages 1 through 17.

Said Declaration of Condominium and Surveyor's Maps are by this reference incorporated as a part hereof as though herein set forth in full.

On July 15, 1983, Declarant caused to be filed a Certificate of Amendment to Declaration Incorporating Phase II into The Common Condominium Plan. Said Certificate of Amendment was filed with The County Auditor of Chelan County, Washington under Auditor's Receiving No. 8307150002, recorded in Book 812 at pages 1922 through 1932.

Contemporaneously with the recording of The Certificate of Amendment Incorporating Phase II into Lake Chelan Shores, surveyors maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas for phase II, consisting of Twenty Eight (28) Residential Condominium Apartment Units were filed in the Office of The Auditor of Chelan County, Washington, under Auditor's Receiving No. 8307150001, in Volume 11 of Condominiums, pages 24 through 31.

Said Certificate of Amendment and Surveyor's Maps are by this reference incorporated herein as a part hereof as though set forth in full.

Prior to the conveyance of any unit in Phase III, a verified statement by a registered architect, professional engineer or land surveyor shall certify that the plans as filed fully and accurately depict the unit numbers and the dimensions and location of the Phase III units as built, all in accordance with RCW 64.32.100.

SECTION 2. Integration of Phase III B with Phases I, II and III A

In the original Declaration of Condominium for Lake Chelan Shores, the undersigned Declarant has provided, pursuant to Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of any Phase or any part thereof that said Declarant shall file an amendment to said Declaration incorporating said Phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's, undivided ownership interest in the common areas and facilities in Phase I, II and III combined. Phase III B of The Common Condominium Plan as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this amendment.

As provided by Section 7, Subparagraph B of the original Declaration of Condominium, the number of square feet for all of the apartment units in Phase I was 39,546 with a total value of \$5,008,250.00, which equals an average value of \$126.64 per square foot.

Phase II consists of Twenty-Eight (28) Residential Apartment Units containing a total of 32,336 square feet. The declared total value of Phase II was \$4,095,031 (32,336 x \$126.64) and the combined total value of Phase I and II was \$9,103,281.

Phase III A shall consist of Nine (9) Residential Apartment Units containing a total of 10,032 square feet. The declared total value of Phase III A shall be \$1,270,452 (10,032 x \$126.64) and the combined total value of Phase I, II, and III A shall be \$10,373,733.

Phase III B shall consist of Five (5) Residential Apartment Units containing a total of 5,359 square feet. The declared total value of Phase III B shall be \$675,500. and the combined total value of Phase I - Phase III B shall be \$11,049,233.

SECTION 3. Legal Description of Land

The legal description of the land upon which Phase III B of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference is incorporated herein. The legal description of the land upon which Phase I, II and III A are situated as amended is attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 4. Amended Surveyor's Maps

Surveyor's Maps showing the surface of the land hereby submitted to the provisions of the Act, which show the location of the buildings constructed or to be constructed thereon, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and the limited common areas, are filed of record contemporaneously herewith in the Office of the Auditor of Chelan County, Washington, under Auditor's Receiving No. 8410090018 in Volume 12 of Condominiums, pages 39 through 44. The Original Surveyor's Maps specifically for Phase III B land and buildings were recorded with the Auditor of Chelan County, Washington under Auditor's Receiving No. 9006180081, Volume 17, pages 53 through 60.

Amended Surveyor's Maps for Phase III B were filed contemporaneously herewith and recorded with the Auditor of Chelan County, Washington under Auditor's Receiving No. 9010110049, Volume 18, pages 32,33 and 34, and by this reference incorporated herein.

SECTION 5. Description of Phase III, Phase III A and Phase III B

A. Under Declarant's amended plan for development, Phase III of the Lake Chelan Shores Condominium will consist of six (6) buildings with Building 15 containing Nine (9) Residential Apartment Units, Building 16 containing Five (5) Residential Apartment units, Building 17 containing Eight (8) Residential Apartment Units, Building 18 containing Eight (8) Residential Apartment Units, and Building 19 containing Ten (10) Residential Apartment Units respectively. Apartment units will vary in size from approximately 500 square feet to 1358 square feet.

Declarant hereby reserves the right to designate the number, type or style of Residential Apartment Units for each building to be constructed in the future. In addition, Declarant reserves the right to designate certain Units/Buildings as Time Share Units/Buildings.

Declarant hereby reserves the right to construct Phase III improvements in two or more sub-phases over a period of years commencing in the spring of 1990. In no event shall Declarant be obligated to complete all the buildings and amenities in Phase III if in Declarant's opinion, it is not economically practical to do so.

All Phase III B buildings are wood frame construction on concrete foundations, having red tile roofs and exterior stucco finish. All Phase III B buildings are architecturally and aesthetically compatible with Phase I, II and III A buildings. Buildings 16 through 20 will have paved reserved parking spaces in lieu of covered carports. The Declarant hereby exercises its rights not to construct a marina facility as any part of Phase III amenities. The original Declarant, Lake Tapps Development Company, Inc. satisfied any such Marina facility with respect to Phase III amenities improvements pursuant to an agreement and promissory note between Lake Tapps Development Company, Inc. and the Lake Chelan Shores Homeowner's Association dated October 2, 1989.

SECTION 6. Description of Phase III Units and Values

B. The value of Phase III B property shall be \$675,500.00. The value of the property I, II, III A and III B combined shall be \$11,049,233.00 containing a total of 87,273 square feet of the enclosed living area.

C. Apartment units 16-1, 16-3 and 16-4 are a combination one bedroom portion containing one bedroom, one bath and a two bedroom unit portion containing two bedrooms, two baths. Unit 16-1 contains 1321 square feet and is located on the ground floor, Units 16-3 and 16-4 contain 1358.5 square feet each and are located on the upper floor of Building 16.

Apartment Unit 16-2-A is a two bedroom, two bath unit containing approximately 819 square feet and is located on the ground floor. Apartment Unit 16-2-B is one bedroom, one bath unit containing approximately 502 square feet and is located on the ground floor.

D. Access to the common areas and facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the shores of Lake Chelan and The Chelan-Manson Highway (SR 150).

SECTION 7. Incorporation by Reference

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration as filed and all Amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase III, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, CHELAN SHORES DEVELOPMENT COMPANY, has caused this Certificate of Amendment to Declaration to be executed by its duly authorized officers this 14th day of October, 1990.

CHELAN SHORES DEVELOPMENT CO.

By: Jeff T. Dickinson
Jeff T. Dickinson, Partner

By: Thomas E. Comer
Thomas E. Comer, Partner

By: Leo T. Flood
Leo T. Flood, Partner

EXHIBIT "A"

LAKE CHELAN SHORES, A CONDOMINIUM
PHASE IIIB - LAKE CHELAN SHORES

LEGAL DESCRIPTION OF PHASE IIIB

That portion of the NW 1/4 of the NE 1/4 of Section 10,
Township 27 North, Range 22 East of W.M., Chelan County,
Washington described as follows:

Commencing at the southeast corner of the NW 1/4 of the NE
1/4 of said Section 10; thence S 89 32'20" W 1122.00 feet
along the south line of said subdivision; thence N 0 17'54"
W 165.61 feet; thence S 64 49'47" E 110.00 feet; thence N 85
06'10" E 70.33 feet to the point of beginning; thence
continuing N 85 06'10" E 46.00 feet; thence N 14 30'00" E
135.00 feet; thence N 41 57'27" E 172.85 feet to the
southerly margin of Secondary State Highway No 10-C; thence
N 81 43'36" W 204.00 feet along said margin; thence S 1 18'
29" E 296.60 feet to the point of beginning.

EXHIBIT "B"

LAKE CHELAN SHORES, A CONDOMINIUM
PHASE I, II AND III, LAKE CHELAN SHORES

Beginning at the southeast corner of the NW 1/4 of the NE 1/4 of Section 10, Township 27 North, Range 22 E of W.M., Chelan County, Washington; thence S 89 32'20" W along south line of said subdivision 822.00 feet; thence N 0 17'54" W 133.61 feet; thence N 8 16'24" E 97.00 feet to the southerly margin of Secondary State Highway 10-C; thence easterly along said margin S 81 43'36" E 165.61 feet; thence S 8 16'24" W 70.85 feet; thence S 34 47'14" E 60.00 feet; thence N 55 12'46" E 130.00 feet to the beginning of a curve to the right with a radius of 162.94 feet; thence northeasterly along said curve through a central angle of 15 29'18" an arc distance of 44.04 feet to intersect at a point on a tangent; thence S 81 43'36" E 87.34 feet to the beginning of a curve to the right from which the center bears N 8 16'24" E 3556.44 feet distance; thence easterly along said curve through a central angle of 5 30'48" an arc distance of 342.22 feet to intersect the east line of said subdivision; thence S 0 17'54" E 223.12 feet along said east subdivision line to the point of beginning.

TOGETHER with that portion of the NW 1/4 of the NE 1/4 and Government Lot 3 and 4, in said Section 10 described as follows: Commencing at the northeast corner of said Government Lot 3; thence S 89 32'20" W along the north line of said Government Lot 1122.00 feet to the point of beginning; thence S 0 17'54" E 420.00 feet; thence S 89 42'06" W 410.96 feet; thence N 39 21'14" W 112.35 feet; thence N 16 09'16" W 559.15 feet; thence N 49 00'00" E 304.31 feet; thence S 72 18'00" E 48.87 feet; thence S 54 25'29" E 263.22 feet; thence S 64 49'47" E 159.55 feet; thence S 0 17'54" E 165.61 feet to the point of beginning. SUBJECT TO and TOGETHER WITH easement for the purposes of ingress, egress and the installation and maintenance of utilities over that portion thereof described in "Declaration of Easement" recorded under Auditor's File No. 815363 records of said County.

TOGETHER with that portion of the NW 1/4 of the NE 1/4 and Government Lot 4, Section 10, Township 27 North, Range 22 East of W.M., Chelan County, Washington described as follows: Commencing at the southeast corner of the NW 1/4 of the NE 1/4 of said Section 10; thence S 89 32'20" W 1122.00 feet along the south line of said subdivision; thence N 0 17'54" W 165.61 feet to the point of beginning; thence N 64 49'47" W 159.55 feet; thence N 54 25'29" W 263.22 feet; thence S 72 18'00" E 126.13 feet; thence N 17 42'00" E 137.00 feet to the southerly margin of Secondary State Highway No. 10-C; thence southeasterly along said margin to a point of tangency; thence S 81 43'36" E 297.00 feet;

thence S 8 16'24" W 97.00 feet; thence S 34 47'14" E 118.00 feet; thence S 63 25'17" W 132.01 feet; thence S 83 06'10" W 201.33 feet; thence N 64 49'47" W 110.00 feet to the point of beginning.

TOGETHER with that portion of Government Lot 3 in said Section 10 described as follows: Commencing at the NE corner of said Government Lot 3; thence S 89 32'20" W 1122.00 feet along north line of said Government Lot 3; thence S 0 17'54" E 420.00 feet to the point of beginning; thence continuing S 0 17'54" E 438.93 feet; thence N 84 03'25" W 69.49 feet; thence N 39 21'14" W 542.63 feet; thence N 89 42'06" E 410.96 feet to the point of beginning.

EXHIBIT "C"
LAKE CHELAN SHORES

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units in Phase I, II, IIIA and IIIB combined, for all purposes, including voting, are set forth below:

BLDG.	BLDG/UNIT NUMBERS	AREA ENCL. SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENT-AGE
1	1-1	1008		368	125750	1.1381%
	1-2	806		144	105750	0.9571%
	1-3	806		144	105750	0.9571%
	1-4	758		144	93750	0.8485%
	1-5	1014	96		126750	1.1471%
	1-6	1014	96		126750	1.1471%
2	2-1	758		144	93750	0.8485%
	2-2	758		144	93750	0.8485%
	2-3	966	96		119750	1.0838%
	2-4	966	96		119750	1.0838%
3	3-1	488		162	62750	0.5679%
	3-2	806		272	104750	0.9480%
	3-3	806		144	103750	0.9390%
	3-4	806		144	104750	0.9480%
	3-5	758		144	93750	0.8485%
	3-6	806	96		98750	0.8937%
	3-7	1382	96		146750	1.3282%
	3-8	1014	96		126750	1.1471%
4	4-1	448		144	62750	0.5679%
	4-2	806		144	105750	0.9571%
	4-3	806		144	105750	0.9571%
	4-4	448		144	62750	0.5679%
	4-5	1014	96		119750	1.0838%
	4-6	1014	96		126750	1.1471%
5	5-1	758		144	93750	0.8485%
	5-2	806		144	105750	0.9571%
	5-3	758		144	93750	0.8485%
	5-4	1014	96		119750	1.1471%
	5-5	966	96		126750	1.0838%
6	6-1	448		162	64750	0.5860%
	6-2	806		264	103750	0.9390%
	6-3	758		144	93750	0.8485%
	6-4	1014	96		126750	1.1471%
	6-5	966	96		126750	1.1471%
7	7-1	758		144	93750	0.8485%

	7-2	758		144	93750	0.8485%
	7-3	966	96		119750	1.0838%
	7-4	966	96		119750	1.0838%
8	8-1	448		144	62750	0.5679%
	8-2	806		144	105750	0.9571%
	8-3	806		144	105750	0.9571%
	8-4	806		144	103750	0.9390%
	8-5	448	96		62750	0.5679%
	8-6	806	96		98750	0.8937%
	8-7	1382	96		146750	1.3282%
	8-8	1014	96		126750	1.1471%
9	9-1	1072		258	175750	1.4750%
10	10-1	967		144	136288	1.2335%
	10-2	1146		144	145650	1.3182%
	10-3	1104		144	140965	1.2758%
	10-4	1134	96		145650	1.3182%
	10-5	1134	96		145650	1.3182%
11	11-1	1221		144	155015	1.4030%
	11-2	1146		144	145650	1.3182%
	11-3	1104		144	140965	1.2758%
	11-4	975	96		118485	1.0723%
	11-5	1542	96		183110	1.6572%
	11-6	1134	96		145650	1.3182%
12	12-1	1221		144	155015	1.4030%
	12-2	1146		144	145650	1.3182%
	12-3	1104		144	140965	1.2756%
	12-4	975	96		118485	1.0723%
	12-5	1542	96		183110	1.6572%
	12-6	1134	96		145650	1.3182%
13	13-1	967		144	136288	1.2335%
	13-2	1146		144	145650	1.3182%
	13-3	1104		144	140965	1.2758%
	13-4	1134	96		145650	1.3182%
	13-5	1134	96		145650	1.3182%
14	14-1	1221		144	155015	1.4030%
	14-2	1146		144	145650	1.3182%
	14-3	1104		144	140965	1.2758%
	14-4	975	96		118485	1.0723%
	14-5	1542	96		183110	1.6572%
	14-6	1134	96		145650	1.3182%
15	15-1	640		96	89589	0.8108%
	15-2	1264	86	86	159461	1.4432%
	15-3	1264	96	96	157465	1.4253%
	15-4	1264	96	96	159461	1.4432%
	15-5	1280	86	86	162456	1.4703%
	15-6	784	86		97574	0.8831%

	15-7	1368	96	171440	1.5516%
	15-8	1368	96	173436	1.5697%
	15-9	800	86	99570	0.9012%
16	16-1	1321	123	167291	1.4978%
	16-2 A	819	60	103720	0.9398%
	16-2 B	502	40	63571	0.5761%
	16-3	1358.5	103	172040	1.5408%
	16-4	1358.5	80	172040	1.5589%
TOTALS				11,049,233	100.0000%

The apartment unit values and percentages of individual ownership interest in the common areas and facilities are established for the purpose required of this Declaration and the Act and does not necessarily reflect what may be the fair market value or the selling price.

EXHIBIT "D"

LAKE CHELAN SHORES, PHASE III B
Description of the Apartment Units

There are five (5) apartment units in Phase III B as follows:

Apartment Units 16-1, 16-3 and 16-4

Apartment units 16-1, 16-3 and 16-4 contain two self-contained sub units. Sub units are identified by a letter designation following the building/apartment unit number. All Sub units identified with on "A" are two bedroom, two bath Sub units. All sub units identified with a "B" are one bedroom, one bath Sub units.

Apartment Units 16-2(A) & 16-2(B)

For ownership and time share purposes, apartment unit 16-2A & B has been divided into two independently identifiable apartment units 16-2-A and 16-2-B. Apartment unit 16-2-A is a two bedroom, two bath unit containing approximately 819 square feet. Apartment unit 16-2-B is a one bedroom, one bath unit containing approximately 502 square feet.

Units 16-2-A and 16-2-B share a limited common entry (foyer) way.

FEE 160
FILED FOR RECORD

CERTIFICATE OF AMENDMENT PIONEER TITLE COMPANY

TO

91 APR 29 AM 11:44
BK. 949 *Amend Dec 88*

DECLARATION OF CONDOMINIUM
EVLYN L. ARCHOLD
CHELAN COUNTY AUDITOR
WENATCHEE, WA

For Lake Chelan Shores, A Condominium
Incorporating Phase III B, Building 17
into The Common Condominium Plan

Chelan Shores Development Company is the Declarant pursuant to the recorded Declaration of Condominium of Lake Chelan Shores and amendments thereto, does hereby Amend the Declaration of Condominium as follows:

9104290024

SECTION 1. Original Declaration of Condominium and Surveyor's Maps, Amendments to the Declaration of Condominium and Survey Maps

The Original Declaration of Condominium establishing Lake Chelan Shores, a condominium, was filed with the County Auditor of Chelan County, Washington, on August 14, 1980, recorded in Volume 778 of Plats, Pages 705 through 735.

Subsequent Amendments to the Declaration of Condominium were recorded with the County Auditor of Chelan County, Washington incorporating Phase II, Phase III A and Phase III B into The Common Condominium Plan. Contemporaneously with the recording of the Original Declaration of Condominium and subsequent Amendments to the Declaration of Condominium, surveyor's maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas were filed with the Auditor of Chelan County, Washington.

Said Declaration of Condominium, Certificates of Amendments to the Declaration of Condominium, and Surveyor's Maps of record with the Auditor of Chelan County, Washington are by this reference incorporated as a part hereof as though herein set forth in full.

SECTION 2. Integration of Building 17 into Phase III B, and With Phases I, II and III A and III B

In the Original Declaration of Condominium for Lake Chelan Shores, the Declarant has provided, pursuant to

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Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of any Phase or any part thereof that said Declarant shall file an amendment to said Declaration incorporating said Phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's undivided ownership interest in the Common Areas and Facilities in Phase I, II and III combined. Phase III B, Building 17 as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this Amendment.

As provided by Section 7, Subparagraph B of the original Declaration of Condominium, the number of square feet for all of Phase I, II, III (Phase III A and B combined):

<u>Phase</u>	<u># Units</u>	<u>Square Footage</u>	<u>Value</u>
I	46	39,546	\$5,008,250
II	28	32,336	4,095,031
III A	9	10,032	1,270,452
III B:			
Building 16	5	5,359	675,500
Building 17	12	7,944	1,006,028
III Total	26	23,335	2,951,980
-----			-----
All Phase Total		95,217	\$12,055,261

The Declarant hereby designates the following apartment units in Building 17 to the timeshare plan subject to the provisions in the Certificate of Amendment of Declaration of Condominium as recorded with the Chelan County Auditor under Auditor's Number 8904270068, book 909, pages 1613 through 1615.

Building 17 Units 3, 4, 8 and 11.

SECTION 3. Legal Description of Land, Phase III B, Building 17

The legal description of the land upon which Phase III B, Building 17 of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference is incorporated herein. The legal description of the land upon which Phase I, II and III A and III B are situated as amended is attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 4. Amended Surveyor's Maps

Surveyor's Maps showing the surface of the land hereby submitting to the provisions of the Act, which show the location of Phase I, II, III, III A and III B, Building 16 buildings constructed or to be constructed thereon, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and the limited common areas, are filed of record contemporaneously herewith in the Office of the Auditor of Chelan County, Washington, under Auditor's No. 8410090018 in Volume 12 of Condominiums, pages 39 through 44. The Original Surveyor's Maps specifically for Phase III B, Building 17 land and buildings were recorded with the Auditor of Chelan County, Washington under Auditor's No. 9104250073, Volume 19, pages 6 through 8.

SECTION 5. Description of Phase III

All the provisions under the Amendment to the Declaration of Condominium as recorded with the Auditor of Chelan County, Washington under Auditor's No. 9010150034, in Volume 938, pages 1508 through 1519 are by this reference incorporated herein as a part hereof as though set forth in full except that paragraph A shall be modified from Eight (8) residential apartment units in Phase III, Building 17 to twelve (12) residential apartment units.

SECTION 6. Description of Phase III B, Building 17 Units and Values

The value of Phase III B, Building 17 property shall be \$1,006,028.00. The combined value of the property of Phases I, II, III A, III B - Building 16 and III B - Building 17 shall be \$12,055,261.00 containing a total of 95,217 square feet of the enclosed living area. The value of each apartment unit and the percentage of undivided interest in the common areas and facilities for all apartment units in Phase I, II, III A and III B combined, for all purposes, including voting, are set forth in Exhibit "c" by this reference incorporated herein.

Apartment units 17-1, 17-3, 17-5, 17-7, 17-9 and 17-11 are one bedroom, one bath containing approximately 440 square feet each. Apartment units 17-1, 17-3 and 17-5 are ground floor units. Apartment units 17-7, 17-9 and 17-11 are second floor units.

Apartment units 17-2, 17-4, 17-6, 17-8, 17-10 and 17-12 are two bedroom, two bath containing approximately 884 square feet each. Apartment units 17-2, 17-4 and 17-6 are ground floor units. Apartment units 17-8, 17-10 and 17-12 are second floor units.

Access to the common areas and facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the shores of Lake Chelan and the Chelan-Hanson Highway (SR 150).

SECTION 7. Incorporation by Reference

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration of Condominium as filed and all Amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase III, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, CHELAN SHORES DEVELOPMENT COMPANY, has caused this Certificate of Amendment to Declaration to be executed by its duly authorized representatives this 25th day of April, 1991.

CHELAN SHORES DEVELOPMENT COMPANY

By Jeff T. Dickinson
Jeff T. Dickinson, Partner

By Leo J. Wood
Leo J. Wood, Partner

By T. E. Comer
T. E. Comer, Partner

0004761082

STATE OF WASHINGTON)
)
COUNTY OF CHELAN)

On this 27th day of April, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared T.E. COMER, JEFF T. DICKINSON and LEO T. FLOOD, to me known to be the partners of Chelan Shores Development Company, a Washington partnership, the developers of Lake Chelan Shores, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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



Joseph L. Dolce
NOTARY PUBLIC in and for the
State of Washington, residing at
11111
My Commission Expires: 11-1-91

60047101083

LAKE CHELAN SHORES

Exhibit A
Building 17 Legal Description

That portion of the NW 1/4 of the NE 1/4 of Section 10,
Township 27 North, Range 22 East of W.M., Chelan County,
Washington described as follows:

Commencing at the southeast corner of the NW 1/4 of the NE
1/4 of said Section 10; thence S 89 32' 20" W 1122.00 feet
along the south line of said subdivision; thence N 0 17' 54"
W 165.61 feet; thence S 64 49' 47" E 16.66 feet to the point
of beginning; thence continuing S 64 49' 47" E 93.34 feet;
thence N 85 06' 10" E 70.33 feet; thence N 1 18' 29" W
292.60 feet to the southerly margin of Secondary State
Highway No 10-C; thence N 81 43' 36" W 93.00 feet along said
margin; thence S 24 29' 15" W 142.56 feet; thence S 1 18'
29" E 142.51 feet to the point of beginning.

Exhibit A

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Exhibit B
Legal Description of Phases I - III B including Building 17

Lake Chelan Shores 4-2-91

Legal Description
Combined description Phase 15, 16 & 17

That portion of the NW 1/4 of the NE 1/4 of Section 10,
Township 27 North, Range 22 East of W.M., Chelan County,
Washington described as follows;

Commencing at the southeast corner of the NW 1/4 of the
NE 1/4 of said Section 10; thence S 89° 32' 20" W 1122.00 feet
along the south line of said subdivision; thence N 0° 17' 54" W
165.61 feet; thence S 64° 49' 47" E 16.66 feet to the point of
beginning; thence continuing S 64° 49' 47" E 93.34 feet;
thence N 85° 06' 10" E 201.33 feet; thence N 63° 25' 17" E
132.01 feet; thence N 34° 47' 14" W 118.00 feet; N 2° 16' 24" E
97.00 feet to the southerly margin of Secondday State Highway
NO. 10- C; thence N 81° 43' 36" W along said margin a distance
of 297.00 feet; thence S 24° 29' 15" W 142.56 feet; thence
S 1° 18' 29" E 142.51 feet to the point of beginning.



Floyd Archer & Associates
21031 - 42nd S.E.
Bothell, WA 98021

P. 4510553

Exhibit B

04/03/91/001085

LAKE CHELAN SHORES

Exhibit C

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units and fractional units in Phases I - III B combined for all purposes, including voting, are as set forth below:

BLDG./NO.	SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENT.	1/17TH PERCENT.
1-1	1008		368	125750	1.0578	n/a
1-2	806		144	105750	0.8458	n/a
1-3	806		144	105750	0.8458	n/a
1-4	758		144	93750	0.7954	n/a
1-5	1014	96		126750	1.0641	n/a
1-6	1014	96		126750	1.0641	n/a
2-1	758		144	93750	0.7954	n/a
2-2	758		144	93750	0.7954	n/a
2-3	966	96		119750	1.0137	n/a
2-4	966	96		119750	1.0137	n/a
3-1	488		162	62750	0.5121	n/a
3-2	806		272	104750	0.8458	n/a
3-3	806		144	103750	0.8458	n/a
3-4	806		144	104750	0.8458	n/a
3-5	758		144	93750	0.7954	n/a
3-6	806	96		98750	0.8458	n/a
3-7	1382	96		146750	1.4502	n/a
3-8	1014	96		126750	1.0641	n/a
4-1	448		144	62750	0.4701	n/a
4-2	806		144	105750	0.8458	n/a
4-3	806		144	105750	0.8458	n/a
4-4	448		144	62750	0.4701	n/a
4-5	1014	96		119750	1.0641	n/a
4-6	1014	96		126750	1.0641	n/a
5-1	758		144	93750	0.7954	n/a
5-2	806		144	105750	0.8458	n/a
5-3	758		144	93750	0.7954	n/a
5-4	1014	96		119750	1.0137	n/a
5-5	966	96		126750	1.0641	n/a
6-1	448		162	64750	0.4701	n/a
6-2	806		264	103750	0.8458	n/a
6-3	758		144	93750	0.7954	n/a
6-4	1014	96		126750	1.0641	n/a
6-5	966	96		126750	1.0137	n/a

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7-1	758		144	93750	0.7954	n/a
7-2	758		144	119750	0.7954	n/a
7-3	966	96		119750	1.0137	n/a
7-4	966	96		119750	1.0137	n/a
8-1	448		144	62750	0.5121	n/a
8-2	806		144	105750	0.8458	n/a
8-3	806		144	105750	0.8458	n/a
8-4	806		144	103750	0.8458	n/a
8-5	448	96		62750	0.4701	n/a
8-6	806	96		98750	0.8458	n/a
8-7	1382	96		146750	1.4502	n/a
8-8	1014	96		126750	1.0641	n/a
9-1	1072		258	175750	1.1249	n/a
10-1	967		144	136288	1.0147	n/a
10-2	1146		144	145650	1.2026	n/a
10-3	1104		144	140965	1.1585	n/a
10-4	1134	96		145650	1.1900	a
10-5	1134	96		145650	1.1900	a
11-1	1221		144	155015	1.2813	n/a
11-2	1146		144	145650	1.2015	n/a
11-3	1104		144	140965	1.1585	n/a
11-4	975	96		118485	1.0231	n/a
11-5	1542	96		183110	1.6181	n/a
11-6	1134	96		145650	1.1900	n/a
12-1	1221		144	155015	1.2813	n/a
12-2	1146		144	145650	1.2026	a
12-3	1104		144	140965	1.1585	n/a
12-4	975	96		118485	1.0231	n/a
12-5	1542	96		183110	1.6181	n/a
12-6	1134	96		145650	1.1900	a
13-1	967		144	136288	1.0147	n/a
13-2	1146		144	145650	1.2026	n/a
13-3	1104		144	140965	1.1585	n/a
13-4	1134	96		145650	1.1900	n/a
13-5	1134	96		145650	1.1900	n/a
14-1	1221		144	155015	1.2813	a
14-2	1146		144	145650	1.2026	n/a
14-3	1104		144	140965	1.1585	n/a
14-4	975	96		118485	1.0231	a
14-5	1542	96		183110	1.6181	a
14-6	1134	96		145650	1.1900	a

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15-1	640		96	89589	0.6716	n/a
15-2	1264	86	86	159461	1.3264	a
15-3	1264	96	96	157465	1.3264	a
15-4	1264	96	96	159461	1.3264	n/a
15-5	1280	86	86	162456	1.3432	n/a
15-6	784	86		97574	0.8227	n/a
15-7	1368	96		171440	1.4355	n/a
15-8	1368	96		173436	1.4355	a
15-9	800	86		99570	0.8395	n/a
16-1	1321		123	167291	1.3862	n/a
16-2A	819		60	103720	0.8591	a
16-2B	502		40	63571	0.5271	a
16-3	1358.5	103		172040	1.4250	n/a
16-4	1358.5	80		172040	1.4250	n/a
17-1	440		76	55721	0.4617	n/a
17-2	884		83	111950	0.9276	n/a
17-3	440		76	55721	0.4617	a
17-4	884		82	111950	0.9276	a
17-5	440		77.5	55721	0.4617	n/a
17-6	884		122	111950	0.9276	n/a
17-7	440	69		55721	0.4617	a
17-8	884	72		111950	0.9276	a
17-9	440	70		55722	0.4617	n/a
17-10	884	73.5		111950	0.9276	n/a
17-11	440	67.5		55722	0.4617	n/a
17-12	884	108.5		111950	0.9276	n/a
TOTALS	95,217			12,055,261	100.00	

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FEB 16 1980
RECORDS

FEB 16 1980
RECORDS

PIONEER TITLE COMPANY
CERTIFICATE OF AMENDMENT

PIONEER TITLE COMPANY

STATE OF WASHINGTON
COUNTY OF CHELAN
DECLARATION OF CONDOMINIUM

STATE OF WASHINGTON
COUNTY OF CHELAN
DECLARATION OF CONDOMINIUM

For Lake Chelan Shores, A Condominium

Incorporating Phase III ^C Building 17
into The Common Condominium Plan

Chelan Shores Development Company is the Declarant pursuant to the recorded Declaration of Condominium of Lake Chelan Shores and amendments thereto, does hereby Amend the Declaration of Condominium as follows:

SECTION 1. Original Declaration of Condominium and Surveyor's Maps, Amendments to the Declaration of Condominium and Survey Maps

The Original Declaration of Condominium establishing Lake Chelan Shores, a condominium, was filed with the County Auditor of Chelan County, Washington, on August 14, 1980, recorded in Volume 778 of Plats, Pages 705 through 735.

Subsequent Amendments to the Declaration of Condominium were recorded with the County Auditor of Chelan County, Washington incorporating Phase II, Phase III A and Phase III B into The Common Condominium Plan. Contemporaneously with the recording of the Original Declaration of Condominium and subsequent Amendments to the Declaration of Condominium, surveyor's maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and limited common areas were filed with the Auditor of Chelan County, Washington.

Said Declaration of Condominium, Certificates of Amendments to the Declaration of Condominium, and Surveyor's Maps of record with the Auditor of Chelan County, Washington are by this reference incorporated as a part hereof as though herein set forth in full.

SECTION 2. Integration of Building 17 into Phase III ^C and with Phases I, II and III A and III B

In the Original Declaration of Condominium for Lake Chelan Shores, the Declarant has provided, pursuant to

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Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of any Phase or any part thereof that said Declarant shall file an amendment to said Declaration incorporating said Phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's undivided ownership interest in the Common Areas and Facilities in Phase I, II and III combined. Phase III B, Building 17 as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recording of this Amendment.

As provided by Section 7, Subparagraph B of the original Declaration of Condominium, the number of square feet for all of Phase I, II, III (Phase III A and B combined):

Phase	# Units	Square Footage	Value
I	46	39,546	\$5,008,250
II	28	32,336	4,075,031
III A	9	10,032	1,270,452
III B:			
Building 16	5	5,359	675,500
Building 17	12	7,944	1,006,028
III Total	26	23,335	2,951,980

All Phase Total	99,217		\$12,055,261

The Declarant hereby designates the following apartment units in Building 17 to the time share plan subject to the provisions in the Certificate of Amendment of Declaration of Condominium as recorded with the Chelan County Auditor under Auditor's Number #904270068, book 909, pages 1613 through 1615.

Building 17 Units 3, 4, B and 11.

SECTION 3. Legal Description of Land, Phase III B, Building 17

The legal description of the land upon which Phase III B, Building 17 of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference is incorporated herein. The legal description of the land upon which Phase I, II and III A and III B are situated as amended is attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 4. Amended Surveyor's Maps

Surveyor's Maps showing the surface of the land hereby submitting to the provisions of the Act, which show the location of Phase I, II, III, III A and III B, Building 16 buildings constructed or to be constructed thereon, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and the limited common areas, are filed of record contemporaneously herewith in the Office of the Auditor of Chelan County, Washington, under Auditor's No. 8410090018 in Volume 12 of Condominiums, pages 39 through 44. The Original Surveyor's Maps specifically for Phase III C, Building 17 land and buildings were recorded with the Auditor of Chelan County, Washington under Auditor's No. 9104250013, Volume 19, pages 6 through 8.

SECTION 5. Description of Phase III

All the provisions under the Amendment to the Declaration of Condominium as recorded with the Auditor of Chelan County, Washington under Auditor's No. 9010150034, in Volume 938, pages 1508 through 1519 are by this reference incorporated herein as a part hereof as though set forth in full except that paragraph A shall be modified from Eight (8) residential apartment units in Phase III, Building 17 to twelve (12) residential apartment units.

SECTION 6. Description of Phase III B, Building 17 Units and Values

The value of Phase III ^C B, Building 17 property shall be \$1,006,028.00. The combined value of the property of Phases I, II, III A, III B - Building 16 and III ^C B - Building 17 shall be \$12,055,261.00 containing a total of 95,217 square feet of the enclosed living area. The value of each apartment unit and the percentage of undivided interest in the common areas and facilities for all apartment units in Phase I, II, III A and III B combined, for all purposes, including voting, are set forth in Exhibit "C" by this reference incorporated herein.

Apartment units 17-1, 17-3, 17-5, 17-7, 17-9 and 17-11 are one bedroom, one bath containing approximately 440 square feet each. Apartment units 17-1, 17-3 and 17-5 are ground floor units. Apartment units 17-7, 17-9 and 17-11 are second floor units.

Apartment units 17-2, 17-4, 17-6, 17-8, 17-10 and 17-12 are two bedroom, two bath containing approximately 884 square feet each. Apartment units 17-2, 17-4 and 17-6 are ground floor units. Apartment units 17-8, 17-10 and 17-12 are second floor units.

Access to the common areas and facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the shores of Lake Chelan and the Chelan-Manson Highway (SR 150).

SECTION 7. Incorporation by Reference

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration of Condominium as filed and all Amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase III, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, CHELAN SHORES DEVELOPMENT COMPANY, has caused this Certificate of Amendment to Declaration to be executed by its duly authorized representatives this 25th day of April, 1991.

CHELAN SHORES DEVELOPMENT COMPANY

By Jeff T. Dickinson
Jeff T. Dickinson, Partner
By Leo A. Wood
Leo A. Wood, Partner
By T. E. Comer
T. E. Comer, Partner

STATE OF WASHINGTON)
)
COUNTY OF CHELAN)

On this 25th day of April, 1991, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared T.E. COMER, JEFF T. DICKINSON and LEO T. FLOOD, to me known to be the partners of Chelan Shores Development Company, a Washington partnership, the developers of Lake Chelan Shores, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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



K. L. Dance
Notary Public in and for the
State of Washington, residing at
Blanch
My Commission Expires: 11-1-91

LAKE CHELAN SHORES

Exhibit A
Building 17 Legal Description

That portion of the NW 1/4 of the NE 1/4 of Section 10,
Township 27 North, Range 22 East of W.M., Chelan County,
Washington described as follows:

Commencing at the southeast corner of the NW 1/4 of the NE
1/4 of said Section 10; thence S 89 32' 20" W 1122.00 feet
along the south line of said subdivision; thence N 0 17' 54"
W 165.61 feet; thence S 64 49' 47" E 16.66 feet to the point
of beginning; thence continuing S 64 49' 47" E 93.34 feet;
thence N 85 06' 10" E 70.33 feet; thence N 1 18' 29" W
292.60 feet to the southerly margin of Secondary State
Highway No 10-C; thence N 81 43' 36" W 93.00 feet along said
margin; thence S 24 29' 15" W 142.56 feet; thence S 1 18'
29" E 142.51 feet to the point of beginning.

Exhibit A

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Exhibit B C
Legal Description of Phases I - III including Building 17

Lake Chelan Shores 4-2-91

Legal Description
Combined description Phase 15, 16 & 17

That portion of the NW 1/4 of the NE 1/4 of Section 10,
Township 27 North, Range 22 East of W.M., Chelan County,
Washington described as follows;

Commencing at the southeast corner of the NW 1/4 of the
NE 1/4 of said Section 10; thence S 89° 32' 20" W 1122.00 feet
along the south line of said subdivision; thence N 0° 17' 54" W
165.61 feet; thence S 64° 49' 47" E 16.66 feet to the point of
beginning; thence continuing S 64° 49' 47" E 93.34 feet;
thence N 85° 06' 10" E 201.33 feet; thence N 63° 25' 17" E
132.01 feet; thence N 34° 47' 14" W 118.00 feet; N 2° 16' 24" E
97.00 feet to the southerly margin of Secondary State Highway
NO. 10- C; thence N 81° 43' 36" W along said margin a distance
of 297.00 feet; thence S 24° 29' 15" W 142.56 feet; thence
S 1° 18' 29" E 142.51 feet to the point of beginning.



Floyd Archer & Associates
21031 - 42nd S.E.
Bothell, WA 98021
P. 425-0553

Exhibit B
OK 0300 1095

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LAKE CHELAN SHORES

Exhibit C

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units and fractional units in Phases I - III ~~of~~ C combined for all purposes, including voting, are as set forth below:

BLDG./NO.	SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENT.	1/17TH PERCENT.
1-1	1008		368	125750	1.0578	n/a
1-2	806		144	105750	0.8458	n/a
1-3	806		144	105750	0.8458	n/a
1-4	758		144	93750	0.7954	n/a
1-5	1014	96		126750	1.0641	n/a
1-6	1014	96		126750	1.0641	n/a
2-1	758		144	93750	0.7954	n/a
2-2	758		144	93750	0.7954	n/a
2-3	966	96		119750	1.0137	n/a
2-4	966	96		119750	1.0137	n/a
3-1	488		162	62750	0.5171	n/a
3-2	806		272	104750	0.8458	n/a
3-3	806		144	103750	0.8458	n/a
3-4	806		144	104750	0.8458	n/a
3-5	758		144	93750	0.7954	n/a
3-6	806	96		98750	0.8458	n/a
3-7	1382	96		146750	1.4502	n/a
3-8	1014	96		126750	1.0641	n/a
4-1	448		144	62750	0.4701	n/a
4-2	806		144	105750	0.8458	n/a
4-3	806		144	105750	0.8458	n/a
4-4	448		144	62750	0.4701	n/a
4-5	1014	96		119750	1.0641	n/a
4-6	1014	96		126750	1.0641	n/a
5-1	758		144	93750	0.7954	n/a
5-2	806		144	105750	0.8458	n/a
5-3	758		144	93750	0.7954	n/a
5-4	1014	96		119750	1.0137	n/a
5-5	966	96		126750	1.0641	n/a
6-1	448		162	64750	0.4701	n/a
6-2	806		264	103750	0.8458	n/a
6-3	758		144	93750	0.7954	n/a
6-4	1014	96		126750	1.0641	n/a
6-5	966	96		126750	1.0137	n/a

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7-1	758		144	93750	0.7954	n/a
7-2	758		144	119750	0.7954	n/a
7-3	966	96		119750	1.0137	n/a
7-4	966	96		119750	1.0137	n/a
8-1	448		144	62750	0.5171	n/a
8-2	806		144	105750	0.8458	n/a
8-3	806		144	105750	0.8458	n/a
8-4	806		144	103750	0.8458	n/a
8-5	448	96		62750	0.4701	n/a
8-6	806	96		98750	0.8458	n/a
8-7	1382	96		146750	1.4502	n/a
8-8	1014	96		126750	1.0641	n/a
9-1	1072		258	175750	1.1249	n/a
10-1	967		144	136288	1.0147	n/a
10-2	1146		144	145650	1.2026	n/a
10-3	1104		144	140965	1.1585	n/a
10-4	1134	96		145650	1.1900	a
10-5	1134	96		145650	1.1900	a
11-1	1221		144	155015	1.2813	n/a
11-2	1146		144	145650	1.2015	n/a
11-3	1104		144	140965	1.1585	n/a
11-4	975	96		118485	1.0231	n/a
11-5	1542	96		183110	1.6181	n/a
11-6	1134	96		145650	1.1900	n/a
12-1	1221		144	155015	1.2813	n/a
12-2	1146		144	145650	1.2026	a
12-3	1104		144	140965	1.1585	n/a
12-4	975	96		118485	1.0231	n/a
12-5	1542	96		183110	1.6181	n/a
12-6	1134	96		145650	1.1900	a
13-1	967		144	136288	1.0147	n/a
13-2	1146		144	145650	1.2026	n/a
13-3	1104		144	140965	1.1585	n/a
13-4	1134	96		145650	1.1900	n/a
13-5	1134	96		145650	1.1900	n/a
14-1	1221		144	155015	1.2813	a
14-2	1146		144	145650	1.2026	n/a
14-3	1104		144	140965	1.1585	n/a
14-4	975	96		118485	1.0231	a
14-5	1542	96		183110	1.6181	a
14-6	1134	96		145650	1.1900	a

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15-1	640		96	89589	0.4716	n/a
15-2	1264	86	86	159461	1.3264	a
15-3	1264	96	96	157465	1.3264	a
15-4	1264	96	96	159461	1.3264	n/a
15-5	1280	86	86	162456	1.3432	n/a
15-6	784	86		97574	0.8227	n/a
15-7	1368	96		171440	1.4355	n/a
15-8	1368	96		173436	1.4355	a
15-9	800	86		99570	0.8395	n/a
16-1	1321		123	167291	1.3862	n/a
16-2A	819		60	103720	0.8591	a
16-2B	502		40	63571	0.5271	a
16-3	1358.5	103		172040	1.4250	n/a
16-4	1358.5	80		172040	1.4250	n/a
17-1	440		76	55721	0.4617	n/a
17-2	884		83	111950	0.9276	n/a
17-3	440		76	55721	0.4617	a
17-4	884		82	111950	0.9276	a
17-5	440		77.5	55721	0.4617	n/a
17-6	884		122	111950	0.9276	n/a
17-7	440	69		55721	0.4617	a
17-8	884	72		111950	0.9276	a
17-9	440	70		55722	0.4617	n/a
17-10	884	73.5		111950	0.9276	n/a
17-11	440	67.5		55722	0.4617	n/a
17-12	884	108.5		111950	0.9276	n/a
TOTALS	95,217			12,055,261	100.00	

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CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

For Lake Chelan Shores, A Condominium

Incorporating Phase III D, Building 18
into The Common Condominium Plan

FEE 16.00
FILED FOR RECORD
Chelan Shores Dev Co
92 MAY 21 PM 2:24
BY 969 Decl Court
EVAN L. ARNOLD
CHELAN COUNTY AUDITOR
WENATCHEE, WA

Chelan Shores Development Company, the Declarant, pursuant to the recorded Declaration of Condominium of Lake Chelan Shores and amendments thereto, does hereby amend the Declaration of Condominium as follows:

SECTION 1. Original Declaration of Condominium and Surveyor's Maps, Amendments to the Declaration of Condominium and Survey Maps

The Original Declaration of Condominium establishing Lake Chelan Shores, a condominium, was filed with the County Auditor of Chelan County, Washington, on August 14, 1980, recorded in Volume 778 of Plats, Pages 705 through 735, recording number 815590.

Subsequent Amendments to the Declaration of Condominium were recorded with the County Auditor of Chelan County, Washington incorporating Phase II, Phase III A, Phase III B, and Phase III C into The Common Condominium Plan. Contemporaneously with the recording of the Original Declaration of Condominium and subsequent Amendments to the Declaration of Condominium, Surveyor's Maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and amendments thereto and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the Common Areas and Limited Common Areas were filed with the Auditor of Chelan County, Washington.

Said Declaration of Condominium, Certificates of Amendments to the Declaration of Condominium, and Surveyor's Maps of record with the Auditor of Chelan County, Washington are by this reference incorporated as a part hereof as though herein set forth in full.

SECTION 2. Integration of Building 18, Phase III D with Phases I, II, III A, III B and III C

In the Original Declaration of Condominium for Lake

525 Boren Ave
Seattle WA 98109

BK0969161399

Chelan Shores, the Declarant has provided, pursuant to Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of any Phase or any part thereof that said Declarant shall file an Amendment to said Declaration incorporating said phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's undivided ownership interest in the Common Areas and Facilities in Phase I, II and III combined. Phase III D, Building 18 as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this Amendment.

As provided by Section 7, Subparagraph B of the original Declaration of Condominium, the number of square feet for all of Phase I, II, III (Phase III A, B and C combined):

<u>Phase</u>	<u># Units</u>	<u>Square Footage</u>	<u>Value</u>
I	47	39,586	\$5,009,250
II	28	32,336	4,095,031
III A (Bldg. 15)	9	10,032	1,270,452
III B (Bldg. 16)	5	5,359	678,663
III C (Bldg. 17)	12	7,944	1,006,026
III D (Bldg. 18)	12	10,680	1,352,515
-----	-----	-----	-----
All Phase Total	113	105,937	\$13,411,938

SECTION 3. Legal Description of Land, Phase III D, Building 18

The legal description of the land upon which Phase III D, Building 18 of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference is incorporated herein. The legal description of the land upon which Phase I, II and III A, III B, III C and III D are situated as amended is attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 4. Amended Surveyor's Maps

Surveyor's Maps showing the surface of the land hereby submitting to the provisions of the Act and amendments thereto, which show the location of Phase I, II, III A, III B and III C constructed or to be constructed thereon, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the Common Areas and the Limited Common Areas, are filed of

record contemporaneously herewith in the Office of the Auditor of Chelan County, Washington, under Auditor's No. 8410090018 in Volume 12 of Condominiums, pages 39 through 44. The Original Surveyor's Maps specifically for Phase III D, Building 18 land and buildings were recorded with the Auditor of Chelan County, Washington under Auditor's No. _____, Volume _____, pages _____ through _____.

The phase III D Survey Map's identify the Declarant reserved enclosed carport area located in phase III A and phase III B.

SECTION 5. Description of Phase III

All the provisions under the Amendment to the Declaration of Condominium as recorded with the Auditor of Chelan County, Washington under Auditor's No. 9010150034, in Volume 938, pages 1508 through 1519 are by this reference incorporated herein as a part hereof as though set forth in full except that paragraph A shall be modified from Eight (8) residential apartment units in Phase III D, Building 18 to twelve (12) residential apartment units.

The Declarant reserves the right to improve, make improvements and to utilize the enclosed carport located in phase III A and phase III B parcel as identified on the phase III D Survey Map as recorded for a period of five (5) years from the recordation of this document. Thereafter, the Declarant shall grant the right of utilization to the association and such area shall then become a part of the Common Areas and Facilities of the Condominium.

SECTION 6. Description of Phase III D, Building 18 Units and Values

The value of Phase III D, Building 18 property shall be \$1,352,515. The combined value of the property of Phases I, II, III A, III B, III C and III D shall be \$13,411,938 containing a total of 105,937 square feet of the enclosed living area. The value of each apartment unit and the percentage of undivided interest in the Common Areas and Facilities for all apartment units in Phase I, II, III A, III B, III C and III D combined, for all purposes, including voting, are set forth in Exhibit "C" by this reference incorporated herein.

Apartment units 18-1, 18-3, 18-5, 18-7, 18-9 and 18-11 are one bedroom, one bath containing approximately 685 square feet each. Apartment units 18-1, 18-3 and 18-5 are

ground floor units. Apartment units 18-7, 18-9 and 18-11 are second floor units.

Apartment units 18-2, 18-4, 18-6, 18-8, 18-10 and 18-12 are two bedroom, two bath containing approximately 1095 square feet each. Apartment units 18-2, 18-4 and 18-6 are ground floor units. Apartment units 18-8, 18-10 and 18-12 are second floor units.

Access to the Common Areas and Facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the shores of Lake Chelan and the Chelan-Manson Highway (SR 150).

SECTION 7. Incorporation by Reference

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration of Condominium as filed and all Amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase III, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, CHELAN SHORES DEVELOPMENT COMPANY, has caused this Certificate of Amendment to Declaration to be executed by its duly authorized representatives this 20th day of May, 1992.

CHELAN SHORES DEVELOPMENT COMPANY

By Jeff T. Dickinson
Jeff T. Dickinson, Partner

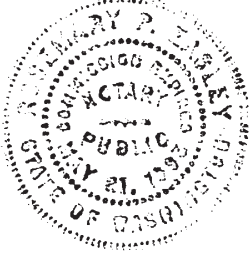
By Leo T. Flood
Leo T. Flood, Partner

By T. E. Comer
T. E. Comer, Partner

STATE OF WASHINGTON)
)
COUNTY OF CHELAN (4th)

On this 20th day of May, 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared T.E. COMER, JEFF T. DICKINSON and LEO T. FLOOD, to me known to be the partners of Chelan Shores Development Company, a Washington partnership, the developers of Lake Chelan Shores, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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



Mary P. Elsley
NOTARY PUBLIC in and for the
State of Washington, residing at
Chelan

LAKE CHELAN SHORES

Exhibit A
Building 18 Legal Description

That portion of the NW 1/4 of the NE 1/4 of Section 10,
Township 27 North, Range 22 East of W.M., Chelan County,
Washington described as follows:

Commencing at the southeast corner of the NW 1/4 of the NE
1/4 of said Section 10; thence S 89° 32' W 1122.00 feet
along the south line of said subdivision; thence N 0° 17'
54" W 165.61 feet to the point of beginning; thence N 64°
49' 47" W 159.55 feet; thence N 54° 25' 29" W 263.22 feet;
thence S 72° 18' 00" E 126.13 feet; thence N 17° 42' 00" E
137.00 feet to intersect the southerly margin of Secondary
State Highway 10-0 at a point on a curve to the left; thence
westerly along said curve to a point of tangency from which
the centerline of said highway bears N 8° 16' 84" E 50.00
feet distant; thence S 24° 29' 15" W 142.56 feet thence S 1°
18' 29" E 142.51 feet; thence N 64° 49' 47" W 16.66 feet to
the point of beginning.

BK 0969 PG 1404

LAKE CHELAN SHORES

Exhibit B
Legal Description of Phases I - III D

The northwest quarter of the northeast quarter and Government Lot 4, Section 10, Township 27 North, Range 22 East of the W.M., Chelan County, Washington, lying south of the right of way for Secondary State Highway 10-C, as existing May 9, 1961, and as relocated through said northwest quarter of the northeast quarter and Government Lot 4 by decree of condemnation entered May 9, 1961, in Chelan County Superior Court Cause No. 21029.

Except Community Club recreation area described as follows: That portion of the N 1/2 of Section 10, Township 27 North, Range 22 East, W.M., Chelan County, Washington, described as follows:

Commencing at the north quarter corner of said Section; thence S 31° 48' 14" W 844.86 feet to the southwesterly margin of S. S. H. No. 10-C as shown on Washington State Department of Highway Engineer's Map Sheet 1 of 3 Sheets titled Secondary State Highway No. 10-C Chelan to Manson - Curve Revision; thence S 69° 00' 00" W 95.00 feet; thence S 15° 43' 27" E 456.14 feet; thence N 49° 00' 00" E 300.00 feet; thence S 72° 18' 00" E 175.00 feet; thence N 17° 42' 00" E 137.00 feet; thence N 74° 13' 36" W 34.56 feet to a point on said road margin lying 50.00 feet distant from Engineer's Centerline Station 292+37.39 C.S. said point being the beginning of a curve to the right from which the center bears N 15° 46' 24" E 1196.00 feet distant; thence northwesterly along said curve and said road margin through a central angle of 15° 18' 30" an arc distance of 319.55 feet to a point lying 50.00 feet distant from Engineer's Centerline Station 289+31.20; thence S 31° 04' 54" W along said margin a distance of 74.53 feet to a point lying 124.53 feet from said Engineer's Centerline Station 289+ 31.20; thence N 39° 48' 36" W along said margin a distance of 165.00 feet to the POINT OF BEGINNING.

ALSO EXCEPT that portion of said Government Lot 4, lying west of the aforescribed Community Club.

ALSO Government Lot 3 of Section 10, Township 27 North, Range 22 East of the W.M., EXCEPT the following described tract: Beginning at the northeast corner of said Government Lot 3; thence west along the north line thereof, a distance of 1122 feet; thence south to Lake Chelan; thence easterly along the shore of Lake Chelan (as existing June 5, 1894) to the east line of said Government Lot 3; thence north to the point of beginning.

LAKE CHELAN SHORES

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LAKE CHELAN SHORES

Exhibit C

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units and fractional units in Phases I - III D combined for all purposes, including voting, are as set forth below:

BLDG./NO.	SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENT.
1-1	1008		368	125750	0.9376%
1-2	806		144	105750	0.7885%
1-3	806		144	105750	0.7885%
1-4	758		144	93750	0.6990%
1-5	1014	96		126750	0.9451%
1-6	1014	96		126750	0.9451%
2-1	758		144	93750	0.6990%
2-2	758		144	93750	0.6990%
2-3	966	96		119750	0.8929%
2-4	966	96		119750	0.8929%
3-1	488		162	62750	0.4679%
3-2	806		272	104750	0.7810%
3-3	806		144	103750	0.7736%
3-4	806		144	103750	0.7736%
3-5	758		144	93750	0.6990%
3-6	806	96		98750	0.7363%
3-7	1382	96		146750	1.0942%
3-8	1014	96		126750	0.9451%
4-1	448		144	62750	0.4679%
4-2	806		144	105750	0.7885%
4-3	806		144	105750	0.7885%
4-4	448		144	62750	0.4679%
4-5	1014	96		119750	0.8929%
4-6	1014	96		126750	0.9451%
5-1	758		144	93750	0.6990%
5-2	806		144	105750	0.7885%
5-3	758		144	93750	0.6990%
5-4	1014	96		126750	0.9451%
5-5	966	96		119750	0.8929%
6-1	448		162	64750	0.4828%
6-2	806		264	103750	0.7736%
6-3	758		144	93750	0.6990%
6-4	1014	96		126750	0.9451%
6-5	966	96		126750	0.9451%

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7-1	758		144	93750	0.6990%
7-2	758		144	93750	0.699%0
7-3	966	96		119750	0.892%9
7-4	966	96		119750	0.892%9
8-1	448		144	62750	0.4679%
8-2	806		144	105750	0.7885%
8-3	806		144	105750	0.7885%
8-4	806		144	105750	0.7885%
8-5	448	96		62750	0.4679%
8-6	806	96		98750	0.7363%
8-7	1382	96		146750	1.0942%
8-8	1014	96		126750	0.9451%
9-1	1072		258	175750	1.3104%
10-1	967		144	136288	1.0162%
10-2	1146		144	145650	1.0860%
10-3	1104		144	140965	1.0510%
10-4	1134	96		145650	1.0860%
10-5	1134	96		145650	1.0860%
11-1	1221		144	155015	1.1558%
11-2	1146		144	145650	1.0860%
11-3	1104		144	140965	1.0510%
11-4	975	96		118485	0.8834%
11-5	1542	96		183110	1.3653%
11-6	1134	96		145650	1.0860%
12-1	1221		144	155015	1.1558%
12-2	1146		144	145650	1.0860%
12-3	1104		144	140965	1.0510%
12-4	975	96		118485	0.8834%
12-5	1542	96		183110	1.3653%
12-6	1134	96		145650	1.0860%
13-1	967		144	136288	1.0162%
13-2	1146		144	145650	1.0860%
13-3	1104		144	140965	1.0510%
13-4	1134	96		145650	1.0860%
13-5	1134	96		145650	1.0860%
14-1	1221		144	155015	1.1558%
14-2	1146		144	145650	1.0860%
14-3	1104		144	140965	1.0510%
14-4	975	96		118485	0.8834%
14-5	1542	96		183110	1.3653%
14-6	1134	96		145650	1.0860%
15-1	640		96	89589	0.6680%
15-2	1264	86	86	159461	1.1889%
15-3	1264	96	96	157465	1.1741%

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15-4	1264	96	96	159461	1.1889%
15-5	1280	86	86	162456	1.2113%
15-6	784	86		97574	0.7275%
15-7	1368	96		171440	1.2783%
15-8	1368	96		173436	1.2931%
15-9	800	86		99570	0.7424%
16-1	1321		123	167291	1.2473%
16-2A	819		60	103720	0.7733%
16-2B	502		40	63571	0.4740%
16-3	1358.5	103		172040	1.2827%
16-4	1358.5	80		172040	1.2827%
17-1	440		76	55721	0.4155%
17-2	884		83	111950	0.8347%
17-3	440		76	55721	0.4155%
17-4	884		82	111950	0.8347%
17-5	440		77.5	55721	0.4155%
17-6	884		122	111950	0.8347%
17-7	440	69		55721	0.4155%
17-8	884	72		111950	0.8347%
17-9	440	70		55722	0.4155%
17-10	884	73.5		111950	0.8347%
17-11	440	67.5		55722	0.4155%
17-12	884	108.5		111950	0.8347%
18-1	685		80	86748	0.6468%
18-2	1095		120	138671	1.0339%
18-3	685		80	86748	0.6468%
18-4	1095		120	138671	1.0339%
18-5	685	80		86748	0.6468%
18-6	1095	120		138671	1.0339%
18-7	685	80		86748	0.6468%
18-8	1095	120		138671	1.0339%
18-9	685	80		86748	0.6468%
18-10	1095	120		138671	1.0339%
18-11	685	80		86748	0.6468%
18-12	1095	120		138671	1.0339%
TOTALS	105,937	4,844	8,814	13,411,938	100.00%

BK0969FG1408

9208060008

AMENDED AND RESTATED
CERTIFICATE OF AMENDMENT
TO
DECLARATION OF CONDOMINIUM

FILED FOR RECORD
Chelan Shores Dev Co.
92 AUG -6 AM 8:37
BK 974 Amnd Co 2359-68
EVELYN L. ARNOLD
CHELAN COUNTY AUDITOR
WENATCHEE, WA

For Lake Chelan Shores, A Condominium
Incorporating Phase III D, Building 18
into The Common Condominium Plan

Chelan Shores Development Company, the Declarant, pursuant to the recorded Declaration of Condominium of Lake Chelan Shores and amendments thereto, does hereby amend the Declaration of Condominium as follows:

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SECTION 2. Integration of Building 18, Phase III D with Phases I, II, III A, III B and III C

525 Boyers Ave
Seattle wa 98109

BK 0974162359

In the Original Declaration of Condominium for Lake Chelan Shores, the Declarant has provided, pursuant to Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of any Phase or any part thereof that said Declarant shall file an Amendment to said Declaration incorporating said phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's undivided ownership interest in the Common Areas and Facilities in Phase I, II and III combined. Phase III D, Building 18 as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this Amendment.

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floor units. Apartment units 18-5, 18-7 are second floor units and 18-9, 18-11 are third floor units.

Apartment units 18-2, 18-4, 18-6, 18-8, 18-10 and 18-12 are two bedroom, two bath containing approximately 1095 square feet each. Apartment units 18-2, 18-4 are ground floor units. Apartment units 18-6, 18-8 are second floor units and 18-10, 18-12 are third floor units.

Access to the Common Areas and Facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the shores of Lake Chelan and the Chelan-Manson Highway (SR 150).

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IN WITNESS WHEREOF, CHELAN SHORES DEVELOPMENT COMPANY, has caused this Certificate of Amendment to Declaration to be executed by its duly authorized representatives this 4th day of August, 1992.

CHELAN SHORES DEVELOPMENT COMPANY

By Jeff T. Dickinson
Jeff T. Dickinson, Partner

By Lee T. Flood
Lee T. Flood, Partner

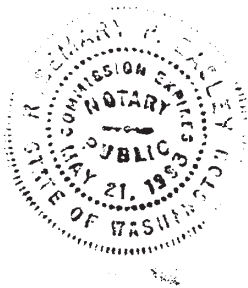
By T. E. Comer
T. E. Comer, Partner

STATE OF WASHINGTON)
)
COUNTY OF CHELAN)

On this 4th day of August, 1992, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared T.E. COMER, JEFF T. DICKINSON and LEO T. FLOOD, to me known to be the partners of Chelan Shores Development Company, a Washington partnership, the developers of Lake Chelan Shores, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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

Rosemary P. Esley
NOTARY PUBLIC in and for the
State of Washington, residing at
Chelan



LAKE CHELAN SHORES

Exhibit A
Building 18 Legal Description

That portion of the NW 1/4 of the NE 1/4 of Section 10,
Township 27 North, Range 22 East of W.M., Chelan County,
Washington described as follows:

Commencing at the southeast corner of the NW 1/4 of the NE
1/4 of said Section 10; thence S 89° 32' W 1122.00 feet
along the south line of said subdivision; thence N 0° 17'
54" W 165.61 feet to the point of beginning; thence N 64°
49' 47" W 159.55 feet; thence N 54° 25' 29" W 263.22 feet;
thence S 72° 18' 00" E 126.13 feet; thence N 17° 42' 00" E
137.00 feet to intersect the southerly margin of Secondary
State Highway 10-0 at a point on a curve to the left; thence
westerly along said curve to a point of tangency from which
the centerline of said highway bears N 8° 16' 84" E 50.00
feet distant; thence S 24° 29' 15" W 142.56 feet thence S 1°
18' 29" E 142.51 feet; thence N 64° 49' 47" W 16.66 feet to
the point of beginning.

EK0974162364

LAKE CHELAN SHORES

Exhibit B

Legal Description of Phases III A, III B, III C and III D,
Building 18

The northwest quarter of the northeast quarter and Government Lot 4, Section 10, Township 27 North, Range 22 East of the W.M., Chelan County, Washington, lying south of the right of way for Secondary State Highway 10-C, as existing May 9, 1961, and as relocated through said northwest quarter of the northeast quarter and Government Lot 4 by decree of condemnation entered May 9, 1961, in Chelan County Superior Court Cause No. 21029.

Except Community Club recreation area described as follows: That portion of the N 1/2 of Section 10, Township 27 North, Range 22 East, W.M., Chelan County, Washington, described as follows:

Commencing at the north quarter corner of said Section; thence S 31° 48' 14" W 844.86 feet to the southwesterly margin of S. S. H. No. 10-C as shown on Washington State Department of Highway Engineer's Map Sheet 1 of 3 Sheets titled Secondary State Highway No. 10-C Chelan to Manson - Curve Revision; thence S 69° 00' 00" W 95.00 feet; thence S 15° 43' 27" E 456.14 feet; thence N 49° 00' 00" E 300.00 feet; thence S 72° 18' 00" E 175.00 feet; thence N 17° 42' 00" E 137.00 feet; thence N 74° 13' 36" W 34.56 feet to a point on said road margin lying 50.00 feet distant from Engineer's Centerline Station 292+37.39 C.S. said point being the beginning of a curve to the right from which the center bears N 15° 46' 24" E 1196.00 feet distant; thence northwesterly along said curve and said road margin through a central angle of 15° 18' 30" an arc distance of 319.55 feet to a point lying 50.00 feet distant from Engineer's Centerline Station 289+31.20; thence S 31° 04' 54" W along said margin a distance of 74.53 feet to a point lying 124.53 feet from said Engineer's Centerline Station 289+ 31.20; thence N 39° 48' 36" W along said margin a distance of 165.00 feet to the POINT OF BEGINNING.

ALSO EXCEPT that portion of said Government Lot 4, lying west of the aforescribed Community Club.

ALSO Government Lot 3 of Section 10, Township 27 North, Range 22 East of the W.M., EXCEPT the following described tract: Beginning at the northeast corner of said Government Lot 3; thence west along the north line thereof, a distance of 1122 feet; thence south to Lake Chelan; thence easterly along the shore of Lake Chelan (as existing June 5, 1894) to the east line of said Government Lot 3; thence north to the point of beginning.

BK0974162365

LAKE CHELAN SHORES

Exhibit C

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units and fractional units in Phases I - III D combined for all purposes, including voting, are as set forth below:

BLDG./NO.	SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENT.
1-1	1008		368	125750	0.9376%
1-2	806		144	105750	0.7885%
1-3	806		144	105750	0.7885%
1-4	758		144	93750	0.6990%
1-5	1014	96		126750	0.9451%
1-6	1014	96		126750	0.9451%
2-1	758		144	93750	0.6990%
2-2	758		144	93750	0.6990%
2-3	966	96		119750	0.8929%
2-4	966	96		119750	0.8929%
3-1	488		162	62750	0.4679%
3-2	806		272	104750	0.7810%
3-3	806		144	103750	0.7736%
3-4	806		144	103750	0.7736%
3-5	758		144	93750	0.6990%
3-6	806	96		98750	0.7363%
3-7	1382	96		146750	1.0942%
3-8	1014	96		126750	0.9451%
4-1	448		144	62750	0.4679%
4-2	806		144	105750	0.7885%
4-3	806		144	105750	0.7885%
4-4	448		144	62750	0.4679%
4-5	1014	96		119750	0.8929%
4-6	1014	96		126750	0.9451%
5-1	758		144	93750	0.6990%
5-2	806		144	105750	0.7885%
5-3	758		144	93750	0.6990%
5-4	1014	96		126750	0.9451%
5-5	966	96		119750	0.8929%
6-1	448		162	64750	0.4828%
6-2	806		264	103750	0.7736%
6-3	758		144	93750	0.6990%
6-4	1014	96		126750	0.9451%
6-5	966	96		126750	0.9451%

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7-1	758		144	93750	0.6990%
7-2	758		144	93750	0.6990%
7-3	966	96		119750	0.892%
7-4	966	96		119750	0.892%
8-1	448		144	62750	0.4679%
8-2	806		144	105750	0.7885%
8-3	806		144	105750	0.7885%
8-4	806		144	105750	0.7885%
8-5	448	96		62750	0.4679%
8-6	806	96		98750	0.7363%
8-7	1382	96		146750	1.0942%
8-8	1014	96		126750	0.9451%
9-1	1072		258	175750	1.3104%
10-1	967		144	136288	1.0162%
10-2	1146		144	145650	1.0860%
10-3	1104		144	140965	1.0510%
10-4	1134	96		145650	1.0860%
10-5	1134	96		145650	1.0860%
11-1	1221		144	155015	1.1558%
11-2	1146		144	145650	1.0860%
11-3	1104		144	140965	1.0510%
11-4	975	96		118485	0.8834%
11-5	1542	96		183110	1.3653%
11-6	1134	96		145650	1.0860%
12-1	1221		144	155015	1.1558%
12-2	1146		144	145650	1.0860%
12-3	1104		144	140965	1.0510%
12-4	975	96		118485	0.8834%
12-5	1542	96		183110	1.3653%
12-6	1134	96		145650	1.0860%
13-1	967		144	136288	1.0162%
13-2	1146		144	145650	1.0860%
13-3	1104		144	140965	1.0510%
13-4	1134	96		145650	1.0860%
13-5	1134	96		145650	1.0860%
14-1	1221		144	155015	1.1558%
14-2	1146		144	145650	1.0860%
14-3	1104		144	140965	1.0510%
14-4	975	96		118485	0.8834%
14-5	1542	96		183110	1.3653%
14-6	1134	96		145650	1.0860%
15-1	640		96	89589	0.6680%
15-2	1264	86	86	159461	1.1889%

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15-3	1264	96	96	157465	1.1741%
15-4	1264	96	96	159461	1.1889%
15-5	1280	86	86	162456	1.2113%
15-6	784	86		97574	0.7275%
15-7	1368	96		171440	1.2783%
15-8	1368	96		173436	1.2931%
15-9	800	86		99570	0.7424%
16-1	1321		123	167291	1.2473%
16-2A	819		60	103720	0.7733%
16-2B	502		40	63571	0.4740%
16-3	1358.5	103		172040	1.2827%
16-4	1358.5	80		172040	1.2827%
17-1	440		76	55721	0.4155%
17-2	884		83	111950	0.8347%
17-3	440		76	55721	0.4155%
17-4	884		82	111950	0.8347%
17-5	440		77.5	55721	0.4155%
17-6	884		122	111950	0.8347%
17-7	440	69		55721	0.4155%
17-8	884	72		111950	0.8347%
17-9	440	70		55722	0.4155%
17-10	884	73.5		111950	0.8347%
17-11	440	67.5		55722	0.4155%
17-12	884	108.5		111950	0.8347%
18-1	685		80	86748	0.6468%
18-2	1095		120	138671	1.0339%
18-3	685		80	86748	0.6468%
18-4	1095		120	138671	1.0339%
18-5	685	80		86748	0.6468%
18-6	1095	120		138671	1.0339%
18-7	685	80		86748	0.6468%
18-8	1095	120		138671	1.0339%
18-9	685	80		86748	0.6468%
18-10	1095	120		138671	1.0339%
18-11	685	80		86748	0.6468%
18-12	1095	120		138671	1.0339%
TOTALS	105,937	4,844	8,814	13,411,938	100.00%

BK0974762368

Mail to:
Chelan Shores Development Co.
Attn Tom Comer
525 Boren Avenue North
Seattle WA. 98109

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

For Lake Chelan Shores, A Condominium

Incorporating Phase III E, Building 19
into The Common Condominium Plan

Chelan Shores Development Company, the Declarant,
pursuant to the recorded Declaration of Condominium of Lake
Chelan Shores and amendments thereto, does hereby amend the
Declaration of Condominium as follows:

9311030004

SECTION 1. Original Declaration of Condominium and
Surveyor's Maps, Amendments to the Declaration
of Condominium and Survey Maps

The Original Declaration of Condominium establishing
Lake Chelan Shores, a condominium, was filed with the County
Auditor of Chelan County, Washington, on August 14, 1980,
recorded in Volume 778 of Plats, Pages 705 through 735,
recording number 815590.

Subsequent Amendments to the Declaration of Condominium
were recorded with the County Auditor of Chelan County,
Washington incorporating Phase II (Auditor's Recording
Number 8307150002), Phase III and III A (Auditor's Recording
Number 8410090019), Phase III B (Auditor's Recording Number
9010150034), Phase III C (Auditor's Recording Number
9105140049), and Phase III D (Auditor's Recording Number
9208060008) into The Common Condominium Plan.

Contemporaneously with the recording of the Original
Declaration of Condominium and subsequent Amendments to the
Declaration of Condominium, Surveyor's Maps showing the
surface of the land submitted to the provisions of The
Horizontal Property Regimes Act and amendments thereto and
the location of the buildings constructed or to be
constructed, the layout of the units, the unit numbers, the
vertical and horizontal boundaries, the dimensions of the
units, the Common Areas and Limited Common Areas were filed
with the Auditor of Chelan County, Washington. Refer to
Section 4 herein for Auditor's Recording Numbers
appertaining to each Survey Maps and Plans.

Said Declaration of Condominium, Certificates of
Amendments to the Declaration of Condominium, and Surveyor's
Maps of record with the Auditor of Chelan County, Washington

FEE 16.00
FILED FOR RECORD
PIONEER TITLE COMPANY

93 NOV -2 PM 2:56
BK 1006 PG 1947
EVELYN J. HOLT
CHELAN COUNTY AUDITOR
WENATCHEE, WA

BK 1006 PG 1947

are by this reference incorporated as a part hereof as though herein set forth in full.

SECTION 2. Integration of Building 19, Phase III E with Phases I, II, III A, III B, III C, and III D.

In the Original Declaration of Condominium for Lake Chelan Shores, the Declarant has provided, pursuant to Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of any Phase or any part thereof that said Declarant shall file an Amendment to said Declaration incorporating said phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's undivided ownership interest in the Common Areas and Facilities in Phase I, II and III (A - E) combined. Phase III E, Building 19 as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this Amendment.

As provided by Section 7, Subparagraph B of the original Declaration of Condominium, the number of square feet for all of Phase I, II, III (Phase III A - III E combined):

<u>Phase</u>	<u># Units</u>	<u>Square Footage</u>	<u>Value</u>
I	47	39,586	\$5,009,250
II	28	32,336	4,095,031
III A (Bldg. 15)	9	10,032	1,270,452
III B (Bldg. 16)	5	5,359	678,663
III C (Bldg. 17)	12	7,944	1,006,026
III D (Bldg. 18)	12	10,680	1,352,515
III E (Bldg. 19)	9	9,435	1,194,471
-----	---	-----	-----
All Phase Total	122	115,252	\$14,591,589

SECTION 3. Legal Description of Land, Phase III E, Building 19.

The legal description of the land upon which Phase III E, Building 19 of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference is incorporated herein. The legal description of the land upon which Phase I, II and III A, III B, III C, III D, and III E are situated as amended is attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 4. Amended Surveyor's Maps

Surveyor's Maps recorded with the Auditor for Chelan County, Washington are hereby identified as follows:

Phase I (Auditor's Recording Number 815589), II (Auditor's Recording Number 8307150001), III A (Auditor's Recording Number 8410090018), III B (Auditor's Recording Number 9010110049), III C (Auditor's Recording Number 9104250073), and III D (Auditor's Recording Number 9205210051)

The Survey Maps and Plans for Phase III E, Building 19 were contemporaneously recorded with this Amendment under Auditor's Recording Number 9311030003, Volume 23, pages 17 through 19.

SECTION 5. Description of Phase III

All the provisions under the Amendment to the Declaration of Condominium as recorded with the Auditor of Chelan County, Washington under Auditor's No. 9010150034, in Volume 938, pages 1508 through 1519 are by this reference incorporated herein as a part hereof as though set forth in full except that Section 5, paragraph A shall be modified from ten (10) residential apartment units in Phase III D, Building 19 to nine (9) residential apartment units.

SECTION 6. Description of Phase III E, Building 19 Units and Values.

The value of Phase III E, Building 19 property shall be \$1,194,471. The combined value of the property of Phases I, II, III A, III B, III C, III D, and III E shall be \$14,591,589. containing a total of 115,252 square feet of the enclosed living area. The value of each apartment unit and the percentage of undivided interest in the Common Areas and Facilities for all apartment units in Phase I, II, III A, III B, III C, III D, and III E combined, for all purposes, including voting, are set forth in Exhibit "C" by this reference incorporated herein.

Apartment units 19-1, 19-2, 19-3, 19-4, 19-5, 19-6, 19-7, 19-8, and 19-9 are two bedroom, two bath units each containing approximate square footages as described in Exhibit "C" hereto. Apartment units 19-1, 19-2, and 19-3 are ground floor units. Apartment units 19-4, 19-5, and 19-6

are second floor units and 19-7, 19-8, and 19-9 are third floor units.

Each Apartment Unit shall have one (1) assigned Limited Common Element covered parking and storage space as described in the Survey Maps and Plans as contemporaneously recorded with this Amendment.

Access to the Common Areas and Facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the shores of Lake Chelan and the Chelan-Manson Highway (SR 150).

SECTION 7. Incorporation by Reference

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration of Condominium as filed and all Amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase III, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, CHELAN SHORES DEVELOPMENT COMPANY, has caused this Certificate of Amendment to Declaration to be executed by its duly authorized representatives this 12th day of October, 1993.

CHELAN SHORES DEVELOPMENT COMPANY

By Jeff T. Dickinson, PARTNER
Jeff T. Dickinson, Partner

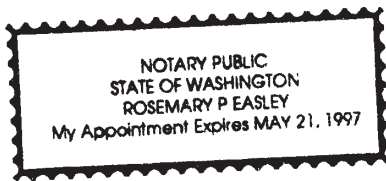
By Leo R. Flood, PARTNER
Leo R. Flood, Partner

By T. E. Comer
T. E. Comer, Partner

STATE OF WASHINGTON)
)
COUNTY OF CHELAN)

On this 13th day of October, 1993, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared T.E. COMER, JEFF T. DICKINSON and LEO T. FLOOD, to me known to be the partners of Chelan Shores Development Company, a Washington partnership, the developers of Lake Chelan Shores, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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



Rosemary P. Easley
NOTARY PUBLIC in and for the
State of Washington, residing at
Chelan WA

BK 1006 PG 1951

LAKE CHELAN SHORES

Exhibit A
Building 19 Legal Description

Legal Description - Bldg. No. 19

That portion of the North half of Section 10, Township 27 North, Range 22 East of W.M., Chelan County, Washington described as follows:

Commencing at the southeast corner of the N.W. 1/4 of the N.E. 1/4 of said Section 10; thence S 89° 32' 20" W 1122.00 feet along south line of said subdivision; thence N 0° 17' 54" W 165.61 feet; thence N 64° 49' 47" W 114.23 feet to the point of beginning; thence N 16° 49' 01" E 125.29 feet; thence N 28° 19' 01" E 52.00 feet; thence S 89° 42' 00" W 186.11 feet; thence S 17° 42' 00" W 32.19 feet; thence N 72° 18' 00" W 126.13 feet; thence S 54° 25' 29" E 263.22 feet; thence S 64° 49' 47" E 263.22 feet; thence S 64° 49' 47" E 45.32 feet to the point of beginning.

BK 1006 PG 1952

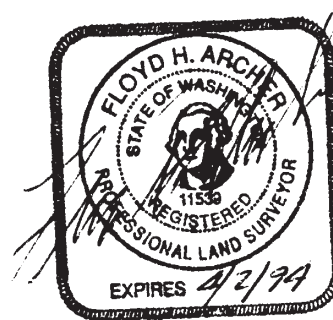
LAKE CHELAN SHORES

Exhibit B

Description of phases 111A , 111B, 111C, 111D, and 111E

That portion of the NW 1/4 of the NE 1/4 and Government Lot 4 , Section 10, Township 27 North, Range 22 East of W.M., Chelan County, Washington described as follows:

Commencing at the southeast corner of the NW corner of the NE 1/4 of said Section 10; thence S 89 32' 20" W 1122 feet along the south line of said subdivision; thence N 0 17' 54" W 165.61 feet to the point of beginning; thence N 64 49' 47" W 159.55 feet; thence N 54 25' 29" W 263.22 feet; thence S 72 18' 00" E 126.11 feet; thence N 17 42' 00" E 32.19 feet; thence N 89 42' 00" E 186.11 feet; thence N 28 19' 01" E to intersect the southerly margin S.S.H. No. 10-C; thence easterly along said margin to a point lying 50.00 feet distant from Engineers Centerline Station 295+37.39 as shown on Washington State Department of Highway Engineers Map Sheet 1 of 3 Sheets titled Secondary State Highway No. 10-C Chelan to Manson Curve Revision; thence S 81 43' 36" E 297.00 feet; thence S 8 16' 24" W 97.00 feet; thence S 34 47' 14" E 118.00 feet; Thence S 63 25' 17" W 132.01 feet; thence S 85 06' 10" W 201.33 feet; thence N 64 49' 47" W 110 00 feet to the point of beginning.



Floyd Archer & Associates
21031 - 42nd S.E.
Bothell, WA 98021

20-AR-0853

BK 1006 PG 1953

LAKE CHELAN SHORES

Exhibit C

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units and fractional units in Phases I - III E combined for all purposes, including voting, are as set forth below:

BLDG./NO.	SQ. FTGE.	DECK AREA	PATIO AREA	UNIT VALUE	PERCENT.
1-1	1008		368	125750	0.8618%
1-2	806		144	105750	0.7247%
1-3	806		144	105750	0.7247%
1-4	758		144	93750	0.6425%
1-5	1014	96		126750	0.8687%
1-6	1014	96		126750	0.8687%
2-1	758		144	93750	0.6425%
2-2	758		144	93750	0.6425%
2-3	966	96		119750	0.8207%
2-4	966	96		119750	0.8207%
3-1	488		162	62750	0.4300%
3-2	806		272	104750	0.7179%
3-3	806		144	103750	0.7110%
3-4	806		144	103750	0.7110%
3-5	758		144	93750	0.6425%
3-6	806	96		98750	0.6768%
3-7	1382	96		146750	1.0057%
3-8	1014	96		126750	0.8687%
4-1	448		144	62750	0.4300%
4-2	806		144	105750	0.7247%
4-3	806		144	105750	0.7247%
4-4	448		144	62750	0.4300%
4-5	1014	96		119750	0.8207%
4-6	1014	96		126750	0.8687%
5-1	758		144	93750	0.6425%
5-2	806		144	105750	0.7247%
5-3	758		144	93750	0.6425%
5-4	1014	96		126750	0.8687%
5-5	966	96		119750	0.8207%
6-1	448		162	64750	0.4437%
6-2	806		264	103750	0.7110%
6-3	758		144	93750	0.6425%
6-4	1014	96		126750	0.8687%
6-5	966	96		126750	0.8687%

7-1	758		144	93750	0.6425%
7-2	758		144	93750	0.6425%
7-3	966	96		119750	0.8207%
7-4	966	96		119750	0.8207%
8-1	448		144	62750	0.4300%
8-2	806		144	105750	0.7247%
8-3	806		144	105750	0.7247%
8-4	806		144	105750	0.7247%
8-5	448	96		62750	0.4300%
8-6	806	96		98750	0.6768%
8-7	1382	96		146750	1.0057%
8-8	1014	96		126750	0.8687%
9-1	1702		258	175750	1.2045%
10-1	967		144	136288	0.9340%
10-2	1146		144	145650	0.9982%
10-3	1104		144	140965	0.9661%
10-4	1134	96		145650	0.9982%
10-5	1134	96		145650	0.9982%
11-1	1221		144	155015	1.0624%
11-2	1146		144	145650	0.9982%
11-3	1104		144	140965	0.9661%
11-4	975	96		118485	0.8120%
11-5	1542	96		183110	1.2549%
11-6	1134	96		145650	0.9982%
12-1	1221		144	155015	1.0624%
12-2	1146		144	145650	0.9982%
12-3	1104		144	140965	0.9661%
12-4	975	96		118485	0.8120%
12-5	1542	96		183110	1.2549%
12-6	1134	96		145650	0.9982%
13-1	967		144	136288	0.9340%
13-2	1146		144	145650	0.9982%
13-3	1104		144	140965	0.9661%
13-4	1134	96		145650	0.9982%
13-5	1134	96		145650	0.9982%
14-1	1221		144	155015	1.0624%
14-2	1146		144	145650	0.9982%
14-3	1104		144	140965	0.9661%
14-4	975	96		118485	0.8120%
14-5	1542	96		183110	1.2549%
14-6	1134	96		145650	0.9982%
15-1	640		96	89589	0.6140%
15-2	1264	86	86	159461	1.0928%

BK 1006PG1955

15-3	1264	96	96	157465	1.0791%
15-4	1264	96	96	159461	1.0928%
15-5	1280	86	86	162456	1.1134%
15-6	784	86		97574	0.6687%
15-7	1368	96		171440	1.1749%
15-8	1368	96		173436	1.1886%
15-9	800	86		99570	0.6824%
16-1	1321		123	167291	1.1465%
16-2A	819		60	103720	0.7108%
16-2B	502		40	63571	0.4357%
16-3	1358.5	103		172040	1.1790%
16-4	1358.5	80		172040	1.1790%
17-1	440		76	55721	0.3819%
17-2	884		83	111950	0.7672%
17-3	440		76	55721	0.3819%
17-4	884		82	111950	0.7672%
17-5	440		77.5	55721	0.3819%
17-6	884		122	111950	0.7672%
17-7	440	69		55721	0.3819%
17-8	884	72		111950	0.7672%
17-9	440	70		55722	0.3819%
17-10	884	73.5		111950	0.7672%
17-11	440	67.5		55722	0.3819%
17-12	884	108.5		111950	0.7672%
18-1	685		80	86748	0.5945%
18-2	1095		120	138671	0.9503%
18-3	685		80	86748	0.5945%
18-4	1095		120	138671	0.9503%
18-5	685	80		86748	0.5945%
18-6	1095	120		138671	0.9503%
18-7	685	80		86748	0.5945%
18-8	1095	120		138671	0.9503%
18-9	685	80		86748	0.5945%
18-10	1095	120		138671	0.9503%
18-11	685	80		86748	0.5945%
18-12	1095	120		138671	0.9503%
19-1	1020		203	129173	0.8853%
19-2	1060		203	134238	0.9200%
19-3	1025		203	129806	0.8896%
19-4	1020	203		129173	0.8853%
19-5	1060	203		134238	0.9200%
19-6	1025	203		129806	0.8896%
19-7	1020	203		139173	0.8853%
19-8	1060	203		134238	0.9200%
19-9	1025	203		129806	0.8896%
TOTALS	115,252	6,462	9,023	\$14,591,589	100.00%

BK 1006 PG 1956

When recorded mail to:
Chelan Shores Development Co.
Attn Tom Comer
525 Boren Avenue North
Seattle WA. 98109

FEE 18.00
FILED FOR RECORD

PIONEER TITLE COMPANY

94 MAR 16 PM 4:09
BK 1016 *Amend Decl*
003-014
EVELYN L. ARHOLD
CHELAN COUNTY AUDITOR
WENATCHEE, WA *g*

CERTIFICATE OF AMENDMENT

TO

DECLARATION OF CONDOMINIUM

For Lake Chelan Shores, A condominium

Incorporating Phase III F, Building 20
into The Common Condominium Plan

Chelan Shores Development Company, a Washington General Partnership, the Declarant, whose General Partners are Jeff T. Dickinson, Leo T. Flood and Thomas E. Comer, pursuant to the recorded Declaration of Condominium of Lake Chelan Shores and amendments thereto, does hereby amend the Declaration of Condominium as follows:

9403170002

SECTION 1. Original Declaration of Condominium and Surveyor's Maps, Amendments to the Declaration of Condominium and Survey Maps

The original Declaration of Condominium establishing Lake Chelan Shores, a condominium, was filed with the County Auditor of Chelan County, Washington, on August 14, 1980, recorded in Volume 778 of Plats, Pages 705 through 735, recording number 815590.

Subsequent Amendments to the Declaration of Condominium were recorded with the County Auditor of Chelan County, Washington incorporating Phase II (Auditor's Recording Number 8307150002), Phase III and III A (Auditor's Recording Number 8410090019), Phase III B (Auditor's Recording Number 9010150034), Phase III C (Auditor's Recording Number 9105140049), Phase III D (Auditor's Recording Number 9208060008), and Phase III E (Auditor's Recording Number 9311030004) into the Common Condominium Plan.

Contemporaneously with the recording of the Original Declaration of Condominium and subsequent Amendments to the Declaration of Condominium, Surveyor's Maps showing the surface of the land submitted to the provisions of The Horizontal Property Regimes Act and amendments thereto and the location of the buildings constructed or to be constructed, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the Common Areas and Limited Common Areas were filed with the Auditor of Chelan County, Washington.

Said Declaration of Condominium, Certificates of Amendments to the Declaration of Condominium, and Surveyor's Maps of record with the Auditor of Chelan County, Washington are by this reference incorporated as a part hereof as though herein set forth in full.

SECTION 2. Integration of Building 20, Phase III F with Phases I, II, III A, III B, III C, III D, and III E

In the Original Declaration of Condominium for Lake Chelan Shores, the Declarant has provided, pursuant to Section 7 thereof captioned "Development Phases and Unit Percentage Interest," that upon completion of any Phase or any part thereof that said Declarant shall file an Amendment to said Declaration incorporating said Phase into The Common Condominium Plan.

This Certificate of Amendment does hereby provide for the partial defeasance of the apartment unit owner's undivided ownership interest in the Common Areas and Facilities in Phase I, II and III combined. Phase III F, Building 20 as hereinafter described is hereby incorporated into the Condominium Plan and shall be effective upon the recordation of this Amendment.

As provided by Section 7, Subparagraph B of the Original Declaration of Condominium, the number of square feet for all of Phase I, II, and III (Phase III A - III F) combined, as amended, is as follows:

<u>Phase</u>	<u># Units</u>	<u>Square Ft.</u>	<u>Value</u>
I	47	39,586	\$5,009,250
II	28	32,336	4,095,031
III A (Bldg. 15)	9	10,032	1,270,452
III B (Bldg. 16)	5	5,359	678,663
III C (Bldg. 17)	12	7,944	1,006,026
III D (Bldg. 18)	12	10,680	1,352,515
III E (Bldg. 19)	9	9,315	1,179,652
III F (Bldg. 20)	9	7,455	944,101
All Phase Total	131	122,707	\$15,535,690

SECTION 3. Legal Description of Land, Phase III F, Building 20

The legal description of the land upon which Phase III F, Building 20 of the Condominium Plan is situated is attached hereto as Exhibit "A" and by this reference is

incorporated herein. The legal description of the land upon which Phase I, II and III (Phase III A - III F) are situated as amended is attached hereto as Exhibit "B" and by this reference incorporated herein.

SECTION 4. Amended Surveyor's Maps

The Surveyor's Maps and Plans showing the surface of the land hereby submitted to the provisions of the Act which shows the location of the buildings constructed or to be constructed thereon, the layout of the units, the unit numbers, the vertical and horizontal boundaries, the dimensions of the units, the common areas and the limited common areas, are filed of record with the Chelan County Auditor as follows:

Phase I, Recording Number 815589, Volume 10 of Condominiums, Pages 1 through 17; Phase II, Recording Number 8307150001, Volume 11 of Condominiums, Pages 24 through 31; Phase III and Phase III A, Recording Number 8410090018, Volume 12 of Condominiums, Pages 39 through 44; Phase III B, Recording Number 9006180081, Volume 17 of Condominiums, Pages 53 through 60; Amended Phase III B, Recording Number 9010110049, Volume 18 of Condominiums, Pages 32 through 34; Phase III C, Recording Number 9104250073, Volume 19 of Condominiums, Pages 6 through 8; Phase III D, Recording Number 9205210050, Volume 21 of Condominiums, Pages 8 through 10; Phase III E, Recording Number 9311030003, Volume 23 of Condominiums, Pages 17 through 19.

The Surveyor's Maps for Phase III F, Building 20 land and buildings were recorded with the Auditor of Chelan County, Washington under Auditor's No. 9403150001, Volume 23 of Condominiums, pages 54 through 56.

SECTION 5. Description of Phase III

All the provisions under the Amendment to the Declaration of Condominium as recorded with the Auditor of Chelan County, Washington under Auditor's No. 9010150034, in Volume 938, pages 1508 through 1519 are by this reference incorporated herein as a part hereof as though set forth in full except that Section 5 shall be clarified as follows:

Including the apartment units incorporated herewith, the total number of apartment units in all of Phase III (III A - III F) is 56. The total square footage of apartment units in all of Phase III (III A - III F) is 50,905.

Phase III A, Building 15 consists of 9 units designated from 15-1 through 15-9; Phase III B, Building 16 consists of Building 17 consists of 12 units designated from 17-1 through 17-12; Phase III D, Building 18 consists of 12 units designated from 18-1 through 18-12; Phase III E, Building 19 consists of 9 units designated from 19-1 through 19-9; Phase III F, Building 20 consists of 9 units designated from 20-1 through 20-9.

All Phase III (III A through III F) buildings are wood frame construction on concrete foundations, having red tile roof's and exterior stucco finish. All Phase III Buildings are architecturally and aesthetically compatible with Phase I and II buildings.

Each apartment unit in Phase III B, Building 16 and Phase III F, Building 20 have one (1) assigned uncovered parking space.

SECTION 6. Description of Phase III F, Building 20 Units and Values

The value of Phase III F, Building 20 property shall be \$944,101. The combined value of the property of Phases I, II, and III (Phase III A - III F) shall be \$15,539,614 containing a total of 122,707 square feet of enclosed living area. The value of each apartment unit and the percentage of undivided interest in the Common Areas and Facilities for all apartment units in Phase I, II, and III (Phase III A - III F), for all purposes, including voting, are set forth in Exhibit "C" by this reference incorporated herein.

Each apartment unit in Phase III F is constructed with wood frame and the exterior finish is stucco with a red tile roof, all asthetically consistent with constructed apartment units in Phases I through III E.

Each apartment unit in Phase III F shall be assigned one (1) uncovered parking space as depicted on the Surveyor's Map recorded contemporaneously with this Amendment.

Each apartment unit in Phase III E has one (1) patio or deck, the size of which is identified in Exhibit "C" attached hereto and by this reference incorporated herein. The location of the patio or deck is as depicted on the Surveyor's Map recorded contemporaneously with this Amendment.

Apartment units 20-1, 20-4, and 20-7 are two bedroom, two bath containing approximately 885 square feet each. Apartment units 20-3, 20-6 and 20-9 are two bedroom, two bath containing approximately 900 square feet. Apartment units 20-1 and 20-3 are ground floor units. Apartment units 20-4 and 20-6 are second floor units and 20-7 and 20-9 are third floor units.

Apartment units 20-2, 20-5 and 20-8 are one bedroom, one bath containing approximately 700 square feet each. Apartment unit 20-2 is a ground floor unit. Apartment unit 20-5 is a second floor unit and 20-8 is a third floor unit.

Access to the Common Areas and Facilities for each unit in Phase III is direct from each unit by walkways and roadways. All units have access to the shores of Lake Chelan and the Chelan-Manson Highway (SR 150).

SECTION 7. Incorporation by Reference

All of the terms, conditions, covenants, restrictions and reservations for Lake Chelan Shores, a condominium established by the original Declaration of Condominium as filed and all amendments and Exhibits thereto are hereby incorporated herein by reference, to be binding upon all unit owners in Phase III F, their heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, CHELAN SHORES DEVELOPMENT COMPANY, has caused this Certificate of Amendment to Declaration of Condominium of Lake Chelan Shores to be executed by its duly authorized representatives this 10th day of March, 1994.

CHELAN SHORES DEVELOPMENT COMPANY
A Washington General Partnership

By Jeff T. Dickinson
Jeff T. Dickinson, Partner

By Leo T. Flood
Leo T. Flood, Partner

By Thomas E. Comer
Thomas E. Comer, Partner

(5)

BK 1016 PG0007

STATE OF WASHINGTON)
) ss.
COUNTY OF ~~CHELAN~~)
King

On this 10th day of March, 1994, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared JEFF T. DICKINSON, LEO T. FLOOD, AND THOMAS E. COMER, to me known to be the partners of CHELAN SHORES DEVELOPMENT COMPANY, a Washington General Partnership, the Declarant of Lake Chelan Shores, a condominium, that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said partnership, for the uses and purposes therein mentioned, and on oath stated that they are authorized to execute the said instrument.

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



Jo Sommerville
NOTARY PUBLIC in and for the
State of Washington, residing
at King County
My Commission Expires: 9/1/94

BK 1016 PG 0008

LAKE CHELAN SHORES

Exhibit A

Legal Description of Phase III F, Building 20

That portion of the North half of Section 10, Township 27 North, Range 22 East of W.M. Chelan County, Washington described as follows:

Commencing at the southeast corner of the N.W. 1/4 of the N.E 1/4 of said Section 10, thence S 89 32' 20" W 1122.00 feet along south line of said subdivision; thence N 0 17' 54" W 165.61 feet; thence n 64 49' 47" W 114.23 feet; thence N 16 49' 01" E 125.29 feet; thence N 28 19' 01" E 52 feet to the point of beginning; thence S 89 42' 00" W 186.11 feet; thence N 17 42' 00" E 104.81 feet to the southerly margin of Secondary State Highway 150 (10-C); thence easterly along said highway margin to a point from which the point of beginning bears S 28 19' 01" W; thence S 28 19' 01" W to the point of beginning.

BK 1016 PG 0009

LAKE CHELAN SHORES

Exhibit B

Legal Description of Phase I, II and III Combined

Beginning at the southeast corner of the NW 1/4 of the NE 1/4 of Section 10, Township 27 North, Range 22 E of W.M., Chelan County, Washington; thence S 89 32' 20" W along south line of said subdivision 822.00 feet; thence N 0 17' 54" W 133.61 feet; thence N 63 25' 17" E 132.01 feet; thence N 34 47' 14" W 118.00 feet; thence N 8 16' 24" E 97.00 feet to the southerly margin of Secondary State Highway 10-C; thence easterly along said margin S 81 43' 36" E 165.61 feet; thence S 8 16' 24" W 70.85 feet; thence S 34 47' 14" E 60.00 feet; thence N 55 12' 46" E 130.80 feet to the beginning of a curve to the right with a radius of 162.94 feet; thence northeasterly along said curve through a central angle of 15 29' 18" an arc distance of 44.04 feet to intersect at a point on a tangential thence S 81 43' 36" E 87.34 feet to the beginning of a curve to the right from which the center bears N 8 16' 24" E 3556.44 feet distant; thence easterly along said curve through a central angle of 5 30' 48" an arc distance of 342.22 feet to intersect the east line of said subdivision; thence S 0 17' 54" E 223.12 feet along said east subdivision line to the point of beginning.

TOGETHER with that portion of the NW 1/4 of the NE 1/4 and Government Lot 3 and of said government lot 3; thence S 89 32' 20" W along the north line of said government lot 1122.00 feet to the point of beginning; thence S 0 17' 54" E 420.00 feet; thence S 89 42' 06" W 410.96 feet; thence N 39 21' 14" W 112.35 feet; thence N 16 09' 16" W 559.15 feet; thence N 49 00' 00" E 304.31 feet; thence S 72 18' 00" E 48.87 feet; thence S 54 25' 29" E 263.22 feet; thence S 64 49' 47" E 159.55 feet; thence S 0 17' 54" E 165.61 feet to the point of beginning.

TOGETHER WITH Phases IIIA, IIIB, IIIC, IIID, IIIE AND IIIF

That portion of the NW 1/4 of the NE 1/4 and Government Lot 4, Section 10, Township 27 North, Range 22 East of W.M., Chelan County, Washington described as follows:

Commencing at the southeast corner of the NW corner of the NE 1/4 of said Section 10; thence S 89 32' 20" W 1122 feet along the south line of said subdivision; thence N 0 17' 54" W 165.61 feet to the point of beginning; thence N 64 49' 47" W 159.55 feet; thence N 54 25' 29" W 263.22 feet; thence S 72 18' 00" E 126.11 feet; thence N 17 42' 00" E 32.19 feet; thence N 17 42' 00" E 104.81 feet; thence N 79 49' 22" W 192.24 feet; thence easterly along said margin to a point lying 50.00 feet distant from Engineers Centerline

BK 1016PG0010

Station 295+37.39 as shown on Washington State Department of Highway Engineers Map Sheet 1 of 3 Sheets titled Secondary State Highway No. 10-C Chelan to Manson Curve Revision; thence S 81° 43' 36" E 297.00 feet; thence S 8° 16' 24" W 97.00 feet; thence S 34° 47' 14" E 118.00 feet; thence S 63° 25' 17" W 132.01 feet; thence S 85° 06' 10" W 201.33 feet; thence N 64° 49' 47" W 110.00 feet to the point of beginning.

SUBJECT TO and TOGETHER WITH easement for the purposes of ingress, egress and the installation and maintenance of utilities over that portion thereof described in "Declaration of Easement" recorded under Auditor's File No. 815363, records of said County.

BK 1016 PG 0011

LAKE CHELAN SHORES

Exhibit C

The value of each unit and the percentage of undivided interest in the common areas and facilities for all apartment units and fractional units in Phases I - III F combined for all purposes, including voting, are set forth below:

BUILDING/ UNIT NUMBER	TYPE OF UNIT	SQUARE FEET	DECK	PATIO	RECORDED UNIT VALUE	UNDIVIDED INTEREST
1-1	F	1008			368 \$125,750	0.809
1-2	F	806			144 \$105,750	0.681
1-3	F	806			144 \$105,750	0.681
1-4	F	758			144 \$93,750	0.603
1-5	F	1014	96		\$126,750	0.816
1-6	TS	1014	96		\$126,750	0.816
2-1	F	758			144 \$93,750	0.603
2-2	F	758			144 \$93,750	0.603
2-3	F	966	96		\$119,750	0.771
2-4	F	966	96		\$119,750	0.771
3-1	F	488			162 \$62,750	0.404
3-2	F	806			272 \$104,750	0.674
3-3	F	806			144 \$103,750	0.668
3-4	F	806			144 \$103,750	0.668
3-5	F	758			144 \$93,750	0.603
3-6	F	806	96		\$98,750	0.636
3-7	F	1382	96		\$146,750	0.945
3-8	F	1014	96		\$126,750	0.816
4-1	F	448			144 \$62,750	0.404
4-2	F	806			144 \$105,750	0.681
4-3	TS	806			144 \$105,750	0.681
4-4	TS	448			144 \$62,750	0.404
4-5	F	1014	96		\$119,750	0.771
4-6	TS	1014	96		\$126,750	0.816
5-1	F	758			144 \$93,750	0.603
5-2	F	808			144 \$105,750	0.681
5-3	F	758			144 \$93,750	0.603
5-4	F	1014	96		\$126,750	0.816
5-5	F	966	96		\$119,750	0.771
6-1	F	448			162 \$64,750	0.417
6-2	F	806			264 \$103,750	0.668
6-3	F	758			144 \$93,750	0.603
6-4	F	1014	96		\$126,750	0.816
6-5	F	966	96		\$126,750	0.816
7-1	F	758			144 \$93,750	0.603
7-2	F	758			144 \$93,750	0.603
7-3	F	966	96		\$119,750	0.771
7-4	F	966	96		\$119,750	0.771
8-1	F	448			144 \$62,750	0.404
8-2	TS	806			144 \$105,750	0.681
8-3	TS	806			144 \$105,750	0.681

8-4	TS	806		144	\$105,750	0.681
8-5	F	448	96		\$62,750	0.404
8-6	TS	806	96		\$98,750	0.636
8-7	F	1382	96		\$146,750	0.945
8-8	TS	1014	96		\$126,750	0.816
9-1	F	1072		258	\$175,750	1.131
10-1	F	967		144	\$136,288	0.877
10-2	F	1146		144	\$145,650	0.938
10-3	TS	1104		144	\$140,965	0.907
10-4	TS	1134	96		\$145,650	0.938
10-5	TS	1134	96		\$145,650	0.938
11-1	F	1221		144	\$155,015	0.998
11-2	F	1146		144	\$145,650	0.938
11-3	F	1104		144	\$140,965	0.907
11-4	F	975	96		\$118,485	0.763
11-5	F	1542	96		\$183,110	1.179
11-6	F	1134	96		\$145,650	0.938
12-1	F	1221		144	\$155,015	0.998
12-2	TS	1146		144	\$145,650	0.938
12-3	F	1104		144	\$140,965	0.907
12-4	F	975	96		\$118,485	0.763
12-5	F	1542	96		\$183,110	1.179
12-6	TS	1134	96		\$145,650	0.938
13-1	F	967		144	\$136,288	0.877
13-2	F	1146		144	\$145,650	0.938
13-3	F	1104		144	\$140,965	0.907
13-4	F	1134	96		\$145,650	0.938
13-5	F	1134	96		\$145,650	0.938
14-1	TS	1221		144	\$155,015	0.998
14-2	F	1146		144	\$145,650	0.938
14-3	TS	1104		144	\$140,965	0.907
14-4	TS	975	96		\$118,485	0.763
14-5	TS	1542	96		\$183,110	1.179
14-6	TS	1134	96		\$145,650	0.938
15-1	F	640		96	\$89,589	0.577
15-2	TS	1264	86	86	\$159,461	1.026
15-3	TS	1264	96	96	\$157,465	1.014
15-4	F	1264	96	96	\$159,461	1.026
15-5	TS	1280	86	86	\$162,456	1.046
15-6	F	784	86		\$97,547	0.628
15-7	F	1368	96		\$171,440	1.104
15-8	TS	1368	96		\$173,436	1.116
15-9	F	800	86		\$99,570	0.641
16-1	F	1321		123	\$167,291	1.077
16-2A	TS	819		60	\$103,720	0.668
16-2B	TS	502		40	\$63,571	0.409
16-3	F	1358.5	103		\$172,040	1.107
16-4	F	1358.5	80		\$172,040	1.107
17-1	F	440		76	\$55,721	0.359
17-2	F	884		83	\$111,950	0.721
17-3	TS	440		76	\$55,721	0.359
17-4	TS	884		82	\$111,950	0.721
17-5	F	440		77.5	\$55,721	0.359
17-6	F	884		122	\$111,950	0.721

17-7	F	440	69		\$55,721	0.359
17-8	TS	884	72		\$111,950	0.721
17-9	F	440	70		\$55,722	0.359
17-10	F	884	73.5		\$111,950	0.721
17-11	F	440	67.5		\$55,722	0.359
17-12	F	884	108.5		\$111,950	0.721
18-1	F	685		80	\$86,748	0.558
18-2	F	1095		120	\$138,671	0.893
18-3	F	685		80	\$86,748	0.558
18-4	F	1095		120	\$138,671	0.893
18-5	F	685	80		\$86,748	0.558
18-6	F	1095	120		\$138,671	0.893
18-7	F	685	80		\$86,748	0.558
18-8	F	1095	120		\$138,671	0.893
18-9	F	685	80		\$86,748	0.558
18-10	F	1095	120		\$138,671	0.893
18-11	F	885	80		\$86,748	0.558
18-12	F	1095	120		\$138,671	0.893
19-1	F	1020		203	\$129,173	0.832
19-2	F	1060		203	\$134,238	0.864
19-3	TS	1025		203	\$129,806	0.836
19-4	F	1020	203		\$129,173	0.832
19-5	F	1060	203		\$134,238	0.864
19-6	F	1025	203		\$129,806	0.836
19-7	F	1020	203		\$129,173	0.832
19-8	F	1060	203		\$134,238	0.864
19-9	F	1025	203		\$129,806	0.836
20-1	F	885		160	\$112,076	0.751
20-2	F	700		120	\$88,648	0.571
20-3	F	900		160	\$113,976	0.734
20-4	F	885	160		\$112,076	0.721
20-5	F	700	120		\$88,648	0.571
20-6	F	900	160		\$113,976	0.734
20-7	F	885	160		\$112,076	0.721
20-8	F	700	120		\$88,648	0.571
20-9	F	900	160		\$113,976	0.734
TOTALS		122909	7342	9463	\$15,535,690	100.00%