

THE PLAT OF SOMERSET CREST

DECLARATION OF PROTECTIVE COVENANTS

Auditor's File #7611040030

Nov. 4, 1976

The undersigned, owner of the real property described in the plat of Somerset Crest, Recorded in Volume 100 of Plats, Pages 72 and 73 records of King County, Washington, hereby declare and impose the following protective covenants, restrictions, conditions, easements, leins and agreements (hereinafter collectively called "covenants") upon said real property and each lot and parcel thereof. These covenants are imposed pursuant to a general plan for the development and use of the subject property, which property will be conveyed by the undersigned, their successors and assigns, subject hereto. These covenants shall run with the real property, shall be binding upon all parties having or acquiring any right, title or interest in the subject property or any part thereof, and shall inure to the benefit of each owner of any portion of the subject real property.

ARTICLE I

Residential Area Covenants

1. The area covered by these covenants is the entire area described in the plat of Somerset Crest.
2. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and ridge heights in relation to-existing grades, have been approved by the Architectural Control Committee, hereinafter provided for as to harmony of external design with existing structures, and location with respect to topography, view and finished grade elevations. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the actual building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Variances may be granted by the Architectural Control Committee.
3. No dwelling costing less than \$65,000 shall be permitted on any lot, exclusive, of lot cost. The dwelling cost shall be based upon cost levels prevailing on the date these covenants are recorded, it, being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be, less than 1,800 square feet for one-story non-basement type houses, nor less than 1,400 square feet for one story dwellings with basement, not less than 1,200 square feet for dwellings of more than one story, except that dwellings of more than one-story shall not have a finished area of less than 1,800 square feet.
- No structure shall be located on any lot nearer to the rear or front lot line than as shown on the attached Exhibit "A" or the minimum setback requirements of the City of Bellevue, whichever requires the greater setback. Sideyard setbacks shall be at least five feet with total cumulative side yard setback not less than fifteen feet. The highest point of any structure located on any lot shall not exceed maximum height limit as shown on the attached Exhibit "A". Accessory buildings may be permitted nearer to rear lot lines as permitted by City ordinance. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.
5. Easements for utilities and drainage facilities are hereby reserved to the undersigned, their successors and assigns, over a five foot wide strip along each side of interior lot lines and over the front and rear five foot of each lot. Other easements for installation and maintenance of utilities are hereby reserved to the undersigned, their successors and assigns, as shown on the recorded plat of Somerset Crest.
- Within the easements for utilities and drainage, no structure shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities, or which may change the direction and flow of drainage channels in the easements. The utility and drainage easement areas of each lot and all improvements within the said utility and drainage easement areas shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
6. No noxious or offensive activity shall be carried on upon any lot nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. No trailer or camper of any type, no truck larger than 3/4 ton, no truck, of any type mounting a camper, boat, or other large body, shall be parked in front of the setback line of any lot, or in a location visible from any street or adjoining

THE PLAT OF SOMERSET CREST

lot. Neither shall any of the aforesaid be parked overnight on the street in front of any lot except for an occasional vehicle belonging to a guest.

10. All wiring to any building of any type shall be underground.

11. No animals except dogs, cats, caged birds and fish in tanks will be permitted on any lot.

a. All ordinances, rules, regulations or other directives of government authorities with respect to the keeping of animals shall be complied with strictly and expeditiously by all owners.

b. No more than two (2) dogs and two (2) cats shall be domiciled on any lot, although unweaned puppies or kittens shall be permitted in excess of said numbers.

c. No mules, swine, goats, pigs, ducks, geese, or any other fowl or animals shall be kept upon the property.

12. No radio or television antennae, or transmitters shall exceed the roof ridge line of a dwelling, and no separate towers therefore shall be permitted.

13. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height unless approved by Architectural Control Committee and a private car shelter for not less than two cars.

14. No individual water supply system shall be permitted on any lot.

15. No subdivision of any lot shall be permitted.

16. No individual sewage disposal system shall be permitted on any lot.

Prosecution of Construction Work

17. Any dwelling or structure erected or placed on any residential lot in this subdivision shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility.

All front yards and landscaping must be completed within six (6) months from the date of exterior completion of the building or structure constructed thereon. In the event of undue hardship due to weather conditions, this provision may be extended upon written approval of the Architectural Control Committee.

Garbage cans and Refuse Disposal

19. Trash, garage, or other waste shall not be kept except in sanitary containers. All equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not to be visible from any street or adjacent properties or residences.

ARTICLE II

Duration and enforcement of-Covenants

These covenants shall remain in full force and effect for a period of thirty years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of ten years unless an instrument signed by the owners of a majority of the lots, agreeing to amend or terminate these covenants in whole or in part, is filed or recorded within the one-year period immediately preceding or the thirty-one day period immediately following the date of expiration.

These covenants may be amended at any time by an instrument- signed by an 85 per cent majority of all the lot owners.

ARTICLE III

Architectural Control Committee

There is hereby designated and appointed an Architectural Control Committee consisting of three members, hereinafter called "the Committee". The initial members of the Committee shall be: Donald W. Bander, J. Donald Bowman and C. A. Swanson.

The Committee may unanimously designate one or more of its members or a third person to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of Judgments vested in the Committee and his action shall be the decision of the Committee. In the event of the death, resignation or other inability to serve of any member of the Committee the remaining member or members shall have the authority (but not the obligation) to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed on behalf of the Committee and shall have no financial obligation of any kind based upon their action as members of the Committee. At any time subsequent to five years from the date on which these covenants are recorded, the owners of a majority of the lots within the properties shall have the authority to remove from office any member or members of the Committee, with or without cause and designate a successor or successors.

All buildings and structures, including walls, fences and swimming pools to be erected within the properties are subject to the approval of the Committee. Complete plans and specifications of all proposed buildings, structures and exterior alterations, together with detailed plans showing proposed location of the same on the particular building site, shall

THE PLAT OF SOMERSET CREST

be submitted to the Committee before construction or alteration is started and such construction or alteration shall not be started until written approval thereof is given by the Committee. In the event the Committee fails to approve or disapprove plans submitted to it within thirty days after submission, such plans and specifications shall be deemed to have been approved by the Committee unless suit to enjoin construction pursuant to the submitted plans and specifications is commenced within ten days after copies thereof are delivered to the owners of each adjacent lot within the properties, together with a statement to the effect that the said plans and specifications have been submitted to the Committee, that thirty days have expired since the date of said submission, that no action has been taken thereon by the Committee and that unless suit is commenced within ten days of this delivery construction will be commenced pursuant to said plans and specification. No owner shall be enjoined or subjected to other equitable relief or required to respond in damages to any other owner or owners for any action taken or construction commenced or completed with the approval of the Committee or subsequent to notice as herein provided.

Plans or specifications shall in each case be delivered to and permanently left with the Committee. As to all improvements, construction and alterations, the Committee shall have the right to refuse to approve any design, plan or color, which is not suitable or desirable in the Committee's opinion for any reason, aesthetic or otherwise, and in so passing upon such design, plan or color, the Committee shall have the right to take into consideration the suitability of the proposed building or structure and the material of which it is to be built and the exterior color scheme to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or structure or alterations therein as planned, on the outlook of the adjacent or neighboring property and any and all other factors which, in the Committee's opinion shall affect the desirability or suitability of such proposed structure, improvement or alteration.

ARTICLE IV.

Maintenance of Exteriors, Yards and Trees

In the event an owner shall fail to maintain the exterior of the premises and the improvements situated thereon or to maintain an undeveloped vacant lot, or trim or remove trees whose height and location obstructs the view of other Property, in a manner satisfactory to the Architectural Control Committee, the Committee shall have the right to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings or any other improvements thereon if the owner thereof shall fail to respond in a manner satisfactory to the Committee within thirty (30) days after mailing of adequate notice, by certified or registered mail, to the last known address of the Owner. The cost of such repair, maintenance or restoration shall be assessed against the owner, and the Committee shall have the right to cause to be recorded a claim of lien for labor and materials furnished, which lien may be enforced in the manner provided by law for the enforcement of Mechanics and Materialmans liens.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers this 29th day of October, 1976.

SWANSON-DEAN CORPORATION Signed by: *P. Edward Dean*, President *James C Dobrick*, Secretary

THE PLAT OF SOMERSET CREST

Copy of Exhibit "A"

7611040030

SOMERSET CREST

ROOF RIDGE & SETBACK REQUIREMENTS

<u>LOT</u>	<u>MAXIMUM ROOF RIDGE HEIGHT*</u>	<u>MINIMUM FRONT YARD SETBACK</u>	<u>MINIMUM REAR YARD SETBACK</u>
1	850	20'	25'
2	873	20'	25'
3	887	20'	35'
4	899	30'	25'
5	904	20'	35'
6	907	30'	25'
7	909	20'	25'
8	*	20'	25'
9	*	20'	25'
10	*	20'	25'
11	*	20'	25'
12	*	20'	25'
13	*	20'	25'
14	*	20'	25'
15	*	20'	25'
16	*	20'	25'
17	*	20'	25'
18	*	25'	25'
19	*	25'	25'
20	889	25'	25'
21	875	25'	25'
22	861	20'	25'
23	845	** 25'	25'

* As required by City of Bellevue Building Codes and as approved by the Somerset Crest Architectural Control Committee.

* Roof ridge height elevations based upon a grade of 850.80 at the top of the northwest corner of the concrete reservoir, located between Lots 1 & 2 of Somerset Crest.

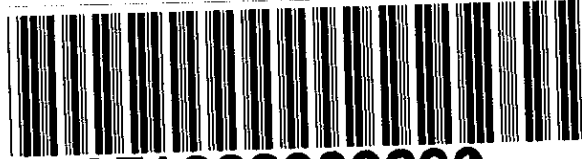
** Measured from S. E. 47th Street

Exhibit "A"

AFTER RECORDING RETURN TO:

Leahy.ps

25 Central Way, Suite 310
Kirkland, WA 98033
(425)889-8191



20051222000230

LEAHY PS AMND 51.00
PAGE 001 OF 020
12/22/2005 09:30
KING COUNTY, WA

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE PLAT OF SOMERSET CREST**

Grantor/Declarant: SOMERSET COMMUNITY ASSOCIATION, a Washington non-profit corporation

Grantee: OWNERS OF LOTS IN SOMERSET CREST
Additional names on pg. N/A

Abbreviated
Legal Description: Plat of Somerset Crest recorded in Vol. 100 of Plats, Pgs. 72 through 73, King County. Declaration recorded at 7611040030

Tax Parcel IDs #: (Master Tax Parcel Number)

Reference Nos. of Documents Released and Assigned (if applicable): This Amends the Declaration of Covenants recorded under King County Auditor No. 7611040030.

**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE PLAT OF HORIZON SOMERSET CREST**

A Plat recorded in 1976 at Volume 100 of Plats, pages 72 through 73, in the records of King County, created the Plat of Somerset Crest ("Somerset Crest"). A Declaration of Covenants, Conditions and Restrictions recorded in 1976 bearing recording number 7611040030 created restrictive covenants affecting the Lots and Properties in Somerset Crest ("the Covenants"). Article II of Covenants provides that they may be amended by a properly executed instrument signed by a majority of the Owners of Lots in Somerset Crest, provided that it is filed or recorded between November 4, 2005 and December 4, 2006. This is the First Amendment of the Covenants ("the Amendment").

To satisfy requirements Article II of the Covenants;

1. Not less than fifty percent (50%) of the Owners acted to approve the Amendment;
2. The Owners acted to approve the Amendment by executing the Agreement to Amend Restrictive Covenants ("the Agreement") which is attached as Exhibit A to the Amendment and is incorporated herein by this reference; and
3. Through their execution of the Agreement, the Owners expressly authorized and instructed the President and Secretary of the Somerset Community Association ("the Association") to take the actions being taken here to record the Amendment in the records of King County.

NOW, THEREFORE, the President and the Secretary of Somerset Community Association certify the Covenants to have been amended in the following particulars:

- A. The second sentence of Article II is hereby deleted and the following new provision is substituted in its place.***

After December 31, 2005, these Covenants, as amended, may be subsequently amended at any time by an instrument or instruments in writing, duly signed by a simple majority of all owners of lots in the Plat of Somerset Crest, which amendments shall become effective upon the recording of the instrument(s), or a duly authorized memorandum thereof, in the office of Records and Elections for King County, Washington.

B. Sentences one through four of Article III are hereby deleted and the following provision is substituted in their place:

THE COVENANTS REVIEW COMMITTEE. A Covenants Review Committee ("CRC") shall be created and shall replace, perform the functions of, and have the same rights, powers and authorities as the A.C.C. in the Declaration. The CRC shall be composed of five (5) members, nominated by the Somerset Community Association and elected by a plurality vote of owners of real property in Somerset plats that have adopted this amendment and who have cast votes at the Somerset Community Association annual meeting. At least three (3) members of the CRC shall be resident owners of real property in Somerset Plats that have adopted this amendment. Each member of the CRC shall serve a minimum one-year term. In its discretion, the CRC may assess a Lot Owner a reasonable fee for services performed as required under the Declaration, which fee shall not exceed \$100. It is the obligation of the Somerset Community Association to maintain, oversee and administer the Covenants Review Committee for the life of this Declaration.

C. The following new paragraph shall be added to the declaration:

NON-BINDING MEDIATION PROCEDURE.

Request for Mediation. In the event a dispute between two or more Lot Owners arises out of the Declaration as amended, either the Lot Owner(s) asserting a violation of the Declaration, as amended, (the "Complainant") or the Lot Owner(s) alleged to be in violation (the "Respondent") may request a mediation by first notifying the CRC and the other affected parties in writing describing the nature of the complaint.

Time and Place. Within 10 (ten) days of receiving a written request for mediation, the CRC shall notify all affected parties of a mediation conference which shall be held at a reasonable time and place, not later than thirty (30) days from the date the written complaint is received, unless the time is extended for good cause.

Selection of Mediators. The Complainant and Respondent shall have the right to agree to the mediator of their choice. If the Complainant and Respondent cannot agree, then at least one member of the CRC shall serve as a mediator, in which event the Complainant and the Respondent shall be allowed to strike one CRC member each from the list of prospective mediators.

Mediation Conference. At the mediation conference, all affected parties shall have an opportunity to be heard.

Findings & Recommendations. Within ten (10) days after the mediation conference, the mediators shall issue written findings and recommendations to both the Complainant and Respondent.

Costs. The party requesting the mediation shall bear the cost of a reasonable fee assessed at the discretion of the CRC for a completed mediation, not to exceed \$100.

D. The following new Paragraph shall be added to the Declaration.

CONSTRUCTION. In the event of any inconsistency or ambiguity between the terms of this Amendment and the original Declaration, this Amendment shall control. Except as modified herein, all terms, provisions and conditions of the Declaration shall remain in full force and effect.

This Amendment may be executed in counterparts and any number of counterparts signed in the aggregate by the Lot Owner(s) shall constitute a single original Amendment.

E. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.

Dated this 18th day of December, 2005.

Somerset Community Association

By: [Signature]
President

ATTEST: The above amendment was properly adopted.

By: [Signature]
Secretary

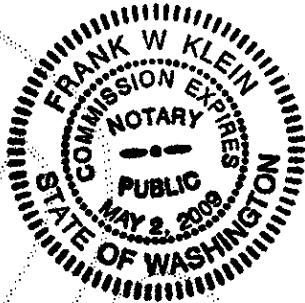
STATE OF WASHINGTON)

) ss.

COUNTY OF KING)

On this 18th day of December, 2005, personally appeared before me Kevin Turner, and Wenyan Li who furnished satisfactory evidence that they are President and Secretary, respectively, of Somerset Community Association, the non-profit corporation that executed the instrument above, and who acknowledged it to be the free and voluntary act of the Association for the uses and purposes mentioned within it, and who on oath stated that they were authorized to execute the instrument.

Dated this 18th day of December, 2005.



Frank W. Klein
Notary Public in and for the State of Washington.
My Appointment Expires May 2, 2009
Print/type name Frank W. Klein

EXHIBIT A

AMEND. SIGNED (y/n)	DIV	House Number	Street	Block	Lot	Owner First Name	Owner Last Name	Owner Address	Owner City St Zip	Phone	COMMENTS
	SC	13901	SE 47th St		1	Kathleen & Martin	Rae			641-3292	
	SC	13911	SE 47th St		2	Doris	Orr			957-0232	
y	SC	13915	SE 47th St		3	Gary & Barbara	Dime			641-3709	
y	SC	13921	SE 47th St		4	Bruce & Nancy	Mezistran o			746-7736	
	SC	13927	SE 47th St		5	Shimoga	Srinath			747-6239	
y	SC	13933	SE 47th St		6	Weimen	Chen			401-8364	
	SC	13939	SE 47th St		7	Kirk & Susan	Boettcher				
	SC	13945	SE 47th St		8	Steven & Juffe	O'Donnell	10426 206TH AVE NE	REDMOND, WA 98053		
y	SC	14011	SE 47th St		9	James & Britta	Carns			746-4365	
	SC	14015	SE 47th St		10	Joseph & Emma	Alenduff			644-2796	
	SC	14023	SE 47th St		11	Jerrold	Walton			747-6818	
y	SC	14026	SE 47th St		12	Donald	Krahness			746-6733	
	SC	14020	SE 47th St		13	Kelmar	Lemaster			643-1008	
y	SC	14014	SE 47th St		14	A E	Walker			643-0211	
	SC	14008	SE 47th St		15	Bradley & Judith	Rae Powell			644-2685	
y	SC	14002	SE 47th St		16	Rita & Dean	Smith			746-9078	lots 16 & 17?
y	SC	13940	SE 47th St		17	Gavin & Zelda	McCarte	1600 SPRING GATE DR #2407	MCLEAN, VA 22102	603-1872	
y	SC	13934	SE 47th St		18	James Maddux & Karin	Kerr			641-9787	
y	SC	13928	SE 47th St		19	Jan & Alita	Klaer			614-3312	
	SC	13922	SE 47th St		20	Richard	Dunlap			747-4625	
y	SC	13916	SE 47th St		21	Sungyul & Seungyul	Yoo			6439661	
y	SC	13912	SE 47th St		22	Tom and Kathy	Montine			603-0158	
y	SC	13906	SE 47th St		23	Robert	Matthews			747-9134	

Yes votes 13 No Vote Yetal Property 10 Yes 23 56.5%

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot _____ in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/ we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:

A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.

6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

Larry E. Dune 10-07-05 Lot #3
13915 SE 47th St.
Bellevue, Wa. 98006

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot 4 in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

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In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:

A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.

6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

[Signature]
[Signature]

10-5-01

4

13921 SE 47

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot 6 in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

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AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

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A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.



6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

 10-7-05 #6 / 13533 SE 47th St
 10-18-05 Bellevue, WA 98006 ✓

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot 9 in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

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AMENDMENT APPROVAL

in consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:

A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.

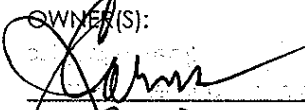

6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

10-14-05

9

14011 SE 47TH ST.

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot 12 in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/ we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:

A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.

6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

Donald P. Krauss

11-21-05

Lot 12 Somerset Crest

Loraine Fehling Krauss

11-21-05

14026 SE 47th STREET
BELLEVUE, WA 98006

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot _____ in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/ we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:

A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.

6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

NG Walker
Egudalke

10/16/05

14 KT

14014 SE 47th St.

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot 16 & 17 in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;
2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;
3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;
4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;
5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:
 - A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;
 - B. To sign the Amendment in the spaces provided;
 - C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and
 - D. To cause the Amendment to be recorded in the records of King County.
6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

Dita N. Smith 7/29/05
Ken Smith

16 & 17
14002 SE 47th ST.

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot _____ in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;
2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;
3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;
4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;
5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:
 - A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;
 - B. To sign the Amendment in the spaces provided;
 - C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and
 - D. To cause the Amendment to be recorded in the records of King County.
6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

J. McCarli

11/23/2005

17 KT
13940 SE 47th Street

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot 18 in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/ we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:

A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.

6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

Jinx
Kevin A. Ken

10/18/05
10/12/05

18 / 13934 SE 47th ST
" "

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot _____ in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;
2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;
3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;
4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;
5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:
 - A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;
 - B. To sign the Amendment in the spaces provided;
 - C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and
 - D. To cause the Amendment to be recorded in the records of King County.
6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

Jan H. Kier 10-2-05

SC 19

Deita Kier

13928 S.E. 47th

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot # 21 in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/ we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;
2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;
3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;
4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;
5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:
 - A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;
 - B. To sign the Amendment in the spaces provided;
 - C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and
 - D. To cause the Amendment to be recorded in the records of King County.
6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

Seungyeul L. Yoon 10/6/05

21
13916 SE 47th ST

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot _____ in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/ we sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:

A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.

6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S):

DATE(S):

LOT # / STREET ADDRESS

Chonon Hunt 10/12/05

22

Kathleen Montine 10/12/05

13912 SE 47th St.

AGREEMENT TO AMEND RESTRICTIVE COVENANTS

I / We undersigned Owner(s) own Lot 23 in Somerset Crest ("the Lot"). The Lot is affected by a Declaration of Covenants, Conditions and Restrictions bearing King County Recording Number 7611040030 ("the Covenants"). The Somerset Community Association ("the Association") is comprised of voluntary members. An Owner(s) may authorize the Association to act on his/their behalf(s) in completing the Covenants amendment process described in the Covenants.

BACKGROUND FACTS

1. The Covenants provide that they may be amended by a properly executed instrument signed by eighty-five percent (85%) of the Owners. I/We sign this Agreement intending that our signature(s) on this Agreement operate(s) as our approval of an Amendment to the Covenants and as our authorization for the Association President and Secretary to act on my/our behalf(s) in properly recording this Amendment.

AMENDMENT APPROVAL

In consideration of the benefits to be derived from changes to the Covenants brought about by this Amendment, I/We acknowledge and agree as follows:

1. A copy of the First Amendment to the Covenants ("the Amendment") is attached as Exhibit A. I/We hereby approve the Amendment and incorporate it in this Agreement by this reference;

2. This Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;

3. A true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

4. Each person signing this Agreement represents and warrants that at the time of signing he/she is the owner of an interest in the Lot described herein;

5. The President and Secretary of the Association are expressly authorized and instructed, for purposes of recording the Amendment, to complete each of the following three steps, so as to complete the amendment process described in the Covenants:

A. To reverse the order of this Agreement and of the attached Amendment, such that the Amendment becomes the instrument to be recorded and the text of this Agreement and the original execution page of this Agreement is affixed as an exhibit to the Amendment;

B. To sign the Amendment in the spaces provided;

C. To have their signatures on the Amendment duly acknowledged by a notary public in the spaces; and

D. To cause the Amendment to be recorded in the records of King County.

6. That this Agreement is void if the Amendment is not recorded before December 31, 2006.

In witness whereof, the parties have signed this Agreement on the date(s) set forth below.

OWNER(S): DATE(S): LOT # / STREET ADDRESS

(Robert Matthews) 10/26/05 23
13906 SE 47th St.