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KING COUNTY, WA

WHEN RECORDED RETURN TO

NAME PAN-TERRA, INC

ADDRESS 5740 127TH Avenue NE

CITY, STATE, ZIP Kirkland, WA 98033

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8. W0001055(10)

Chicago Title Insurance Company

701 5th Avenue - Suite 1700 - Seattle, Washington 98104

DOCUMENT TITLE(s)
DECLARATION AND COVENANTS, CONDITIONS & RESTRICTIONS
FOR PLAT OF SARATOGA

REFERENCE NUMBER(s) OF DOCUMENTS ASSIGNED OR RELEASED NONE

GRANTOR(s): PAN-TERRA, INC.

GRANTEE(s): SARATOGA HOMEOWNERS ASSOCIATION

LEGAL DESCRIPTION: Plat of Saratoga, as recorded under
recording number 9912080412 in Volume 192 of plats, pages 46 through 49, in King
County, Washington

Additional legal description is on page _____ of document

ASSESSOR'S PROPERTY TAX PARCEL ACCOUNT NUMBER(s):
545 330 - 0041 - 06 & 545330 0051 - 03

Additional legal description is on page _____ of document

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

COVENANTS CONDITIONS AND RESTRICTIONS

FOR

SARATOGA HOMEOWNERS ASSOCIATION

2006 030 1000077

TABLE OF CONTENTS

Page

ARTICLE I	DEFINITIONS	1
Section 1		1
Section 2		1
Section 3		1
Section 4		1
Section 5		1
Section 6		1
Section 7		1
Section 8		1
Section 9		1
Section 10		1
Section 11		2
Section 12		2
Section 13		2
ARTICLE II	PREEXISTING EASEMENTS AND MATTERS OF RECORD	2
ARTICLE III	SAVANNAH HOMEOWNERS ASSOCIATION ESTABLISHED	2
ARTICLE IV	HOMEOWNERS ASSOCIATION	3
Section 1		3
Section 2		3
Section 3		3
Section 4		3
Section 5		4
Section 6		4
Section 7		4
Section 8		4
Section 9		5
Section 10		5
Section 11		8
Section 12		8
Section 13		8
Section 14		8
ARTICLE V	ASSOCIATION LEINS	8
ARTICLE VI	SUBORDINATION OF LEINS	9
Section 1		9
Section 2		9
Section 3		9
Section 4		9
Section 5		9
Section 6		9
Section 7		9
Section 8		9
ARTICLE VII	CREATION OF HOMEOWNER EASEMENTS	9
Section 1		9
Section 2		10
Section 3		10
Section 4		10
Section 5		10
Section 6		10
Section 7		10
Section 8		11
Section 9		11
ARTICLE VIII	COMMON AREA AND LOT USE RESTRICTIONS	11
Section 1		11
Section 2		11
Section 3		11
Section 4		11
Section 5		11

2020 030 1000077

2020 030 1000077

Section 6	12
Section 7	12
Section 8	12
Section 9	12
Section 10	12
Section 11	12
Section 12	12
Section 13	13
Section 14	13
Section 15	13
ARTICLE IX USE AND REPAIR COVENANT	13
Section 1	13
Section 2	13
ARTICLE X OTHER RIGHTS	13
Section 1	13
Section 2	13
Section 3	13
ARTICLE XI INSURANCE AND DAMAGE, CONDEMNATION	14
Section 1	14
Section 2	15
Section 3	16
ARTICLE XII ENFORCEMENT	16
Section 1	16
Section 2	17
Section 3	17
Section 4	17
Section 5	17
ARTICLE XIII RIGHTS OF CERTAIN MORTGAGEES	17
ARTICLE XIV AMMENDMENT AND REVOCATION	17
Section 1	17
Section 2	17
Section 3	17
EXHIBIT A PEDESTRIAN EASEMENTS	19
Page 1	19
Page 2	20
Page 3	21
EXHIBIT B COMMON DRIVEWAY ACCESS PLAN	22
EXHIBIT C RESIDENCE ACCESS EASEMENTS	23

**PLANNED UNIT DEVELOPMENT DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SARATOGA**

THIS INSTRUMENT is made on the date hereinafter set forth by the undersigned who is the owner of certain land situated in the City of Bellevue, State of Washington, County of King, known as Lots 1 through 35 of Saratoga and common areas described on Exhibit A attached. The undersigned covenants, agrees and declares that all of said lands and buildings hereafter constructed thereon are, and will be, held, sold and conveyed subject to and burdened by the following easements, restrictions, covenants, liens and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said lands, and all for the benefit of the owners of said lands, their heirs, successors, grantees and assigns. This instrument establishes a plan for the individual ownership of lots and buildings constructed thereon and for the management and administration through a non-profit corporation of the remaining land and related easements, hereinafter defined and referred to as the "common areas". The said non-profit corporation is Saratoga Homeowners Association, hereinafter referred to as the "Association". All provisions of this instrument shall be binding upon all parties having or acquiring any right, title or interest in the said lands or any part thereof, and shall in all respects be regarded as covenants running with the land.

**ARTICLE I
DEFINITIONS**

Section 1 "Association" shall mean and refer to Saratoga Homeowners Association, a Washington non-profit corporation, its successors and assigns.

Section 2 "Board" shall mean and refer to the Board of Directors of the Association.

Section 3 "Plat" shall mean that certain plat and P U D commonly known as Saratoga the legal description of which is

Plat of Saratoga, as recorded under recording number 9912080412 in Volume 192 of plats, pages 46 through 49, in King County, Washington.

Section 4 "Properties" shall mean Lots 1 through 35 described in the said Plat.

Section 5 "Development Period" shall mean that period of time from the date of recording of this Declaration until a time which is one hundred twenty (120) days after the date upon which ninety-five percent (95%) of the Lots according to the Plat have been sold and construction of units thereon have been completed and occupied by the homeowners, any shorter period as determined by Declarant, but no longer than that period ending (10) years from the date of recording of this Declaration.

Section 6 "Lot" shall mean Lots one (1) through thirty-five (35) shown on the plat plus any unit now or thereafter placed on that Lot together with all appurtenances of said Lot.

Section 7 "Common Area" shall mean all commonly owned land and facilities including, but not limited to, all open space, common areas, roadways, walkways, community gardens, recreation space, planting areas, ponds, entry arbors and/or arbor vines as shown on the Plat, all of which shall be for the common use and enjoyment of the owners, provided the Declarant may transfer to any public agency now or in the future, a part or all of the "Common areas" including but not limited to all of the common facilities, storm water facilities, parks, roadways (other than any streets, utilities, and other areas dedicated to public use), walkways, greenbelts, reserve areas, and assigned recreational or parking facilities.

Section 8 "Association Action" means and refers to any corporate action by the Association, including but not limited to any change in the Bylaws or passage of any corporate resolution by the Board of Directors of the Association, or to any action by the members of the Association at a duly held members' meeting.

Section 9 "Members" shall mean and refer to every person or entity holding a membership in the Association. There shall be one membership per lot.

Section 10 "Owner" shall mean and refer to the record owner (whether one or more entities) of a fee interest to any lot, but excluding entities having such interest merely as security for the performance of an obligation.

2000 030 1000077

Purchasers under real estate contracts shall be deemed "owners" as against their respective sellers

Section 11 "Unit" shall mean the sum of all buildings occupying any lot

Section 12 "Declaration" shall mean and refer to this instrument

Section 13 "Declarant" and "Developer" shall be deemed to mean the same

ARTICLE II
PRE-EXISTING EASEMENTS AND MATTERS OF RECORD

The properties covered by this Declaration, to the extent that they may be already affected by easements and other matters of record, are submitted without said burdens being previously removed and to the extent that the same are valid they shall continue despite this Declaration Declarant shall have no responsibility for any deferred installments of sewer capacity or other similar charges, which come due following the date any Owner takes title to any property subject to this Declaration, deferred installments of sewer capacity and similar charges coming due after the date of transfer of title shall be the responsibility of the Owner and not of the Declarant. Moreover, there exist various recorded and unrecorded agreements entered into between the Declarant and various third party/governmental agencies in the course of development of this Plat, including but not limited to plat/PUD approvals with the City of Bellevue, landscape maintenance agreements, and various agreement with utilities for installation, access, maintenance and repair. Said agreements confer benefits and impose responsibilities upon each and every Lot Owner taking title to any of the Lots in this development, therefore, any Lot Owner wishing to obtain copies of and/or review any of the foregoing agreements must, prior to closing of Lot Sale, request copies of said agreements in writing directed to Robert Pantley in his capacity as Director of the Declarant Pan-Terra, Inc., and such request is not effective unless and until personally received by Robert Pantley

ARTICLE III
SARATOGA HOMEOWNERS' ASSOCIATION ESTABLISHED

The Saratoga Homeowner's Association is created to maintain the common areas including but not limited to the natural open space areas, roadways, utility systems, community gardens and recreation space and to enforce the initial covenants created herein. Upon the recording of these CC&R's, the Homeowner's Association shall be responsible at a minimum for

- a Maintenance and replacement of the trees and other vegetation of the natural open space areas including but not limited to the clean up of fallen trees, control of vegetation of invasive plants, such as blackberries, including keeping them clear of adjoining properties, and prevention of any dumping in said open space areas, subject to the rules and requirements of the City of Bellevue
- b Maintenance of common areas, including lawn care, cleanup and enhancements to vegetation, all as further set forth within these covenants and as shall be enforced by the Association
- c Maintenance and repair of the common areas, including but not limited to roads, utilities, sidewalks, curbs, and applicable landscaping. Maintenance, repair and replacement shall be the sole responsibility of the Association and Lot owners. The Developer gives no warranty to the Lot Owners or the Association, for the common areas and the improvements and shall not be liable for the costs of maintenance, repair or replacement. Any damage to the improvements (roads, utilities, sidewalks, curbs, and landscaping which includes hard scaping, et al) at any time (including the period during which the maintenance bonds are in effect) by any Lot Owner, or his or her guests, children, tenants, invitees, delivery persons, agents or other third parties shall be the responsibility of the Lot Owner(s) and the Association jointly to repair and restore to City of Bellevue standards. Said Lot Owner and the Association shall indemnify and hold harmless the Developer from all such expense. Declarant, at its election, may require the Homeowners Association to reimburse Declarant for Common Area maintenance and repair expenses. Certain trees, including those that have been described herein, can be high maintenance. Certain trees and plants have been moved in an attempt to save them. Certain trees have part of their root base filled with rockery or sloping backfill. Developer attempts will not always succeed and the Homeowners Association and Lot Owners hold Declarant harmless and indemnify same against the loss and/or damage caused by these efforts. Some common areas have landscape sprinklers installed. This system does not serve all plants in the sprinklered areas. In the sprinklered areas most of the ground cover and certain trees and shrubbery are not sprinklered. Artist renderings

2000 030 1000077

for marketing purposes are not meant to be specific and should not be relied upon by Lot Owners. The common areas and improvements including roadways, landscape, etc. are hereby accepted "As Is"

- d. Each Lot Owner individually and the Association collectively shall indemnify and hold harmless the Declarant/Developer, its successors and assigns from liability for all Association Actions. The Association shall accept the tender of any defense in the event of litigation against the Declarant/Developer arising out of Association Action and or responsibilities unless Declarant/Developer chooses to retain its own attorney, in which case all legal fees and court costs shall be paid or reimbursed as applicable by each Lot Owner individually and the Association collectively. The Association shall promptly pay and satisfy any judgment that may be entered against Declarant/Developer arising out of Association Action and or responsibilities. This provision is not intended to require the Association to indemnify and hold harmless the Declarant/Developer for Declarant/Developer's gross negligence.

**ARTICLE IV
HOMEOWNER'S ASSOCIATION**

Section 1 The common areas designated in this instrument shall be managed, administered and maintained by the Association in the manner herein above set forth. However, during the development period the Association and the common areas shall, for all purposes, be under the control, management and administration of the Declarant either directly or through the Association memberships held by Declarant.

- 1.1 Declarant may at such times as Declarant deems appropriate select, as a temporary board, up to five (5) persons chosen by Declarant in its sole discretion who may be, but are not required to be, persons who own, or are purchasers of lots. This temporary board shall have the full authority and all rights, responsibilities, privileges and duties to manage the Association under this Declaration and Bylaws, and shall be subject to all provisions of the Declaration and Bylaws, provided, that, after selecting any such temporary board, Declarant in the exercise of its sole discretion may at any time terminate such temporary board, and reassume its management authority or select a new temporary board.
- 1.2 These requirements and covenants are made in order to insure that the properties and Association will be adequately administered in the initial phases of development and to assure an orderly transition of Association operations.
- 1.3 At the expiration of Declarant's management authority, administrative power and authority shall vest in a Board of three (3) directors or such other number as may be provided in the Bylaws, elected from among the Lot Owners. The Board may delegate all or any portion of its administrative duties to a manager, managing agent, or officer of the Association, or in such manner as may be provided by the bylaws. All Board positions shall be open for election at the first annual meeting after the period of Declarant's authority ends. The Board shall elect officers of the Association from among its members, which shall include a president who shall preside over meetings of the Board and the meetings of the Association. Only one (1) member per lot may hold a Board position.

Section 2 "Right of Way paths" are defined as right of way connecting paths between Saratoga and Savannah and between sections of the Saratoga development as set forth on the diagram attached to this Declaration as Exhibit A. For the privacy of adjacent Homeowners and for the safety of persons who use the Right of Way paths, homeowners and their guests shall be entitled to use the Right of Way paths connecting sections of Saratoga and connecting Saratoga and Savannah only between 7:00 a.m. and dusk, and their use shall be prohibited at all other times except as otherwise approved from time to time by the appropriate Homeowners Association(s) in connection with special evening events and other occurrences. Nothing herein shall be construed to prohibit residents of Saratoga and their guests from using private sidewalks within Saratoga at any time.

Section 3 By acceptance of an interest in any lot covered by this Declaration, the owner covenants and agrees thereby for himself and his heirs to observe and comply with all terms of this Declaration, the Articles of Incorporation of the Association, its current Bylaws, and all rules and regulations promulgated by Association Action. The acquisition of an interest in fee of any lot covered by this Declaration automatically thereby makes the acquiring party subject to this Declaration.

Section 4 For each lot covered by this Declaration there shall be but one membership in the Association and said membership shall be automatically held and owned in the same manner as the beneficial fee interest in the

2000 030 1000077

lot to which it relates. Every person or entity who is an owner of a fee or undivided fee interest in any lot shall be automatically thereby a member of the Association. However, there shall be excluded from membership entities holding merely a security interest in a lot for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot.

Section 5 Except as otherwise provided for herein, there shall be one vote for each Lot Owner whether such lot is improved or not. There shall be a total number of votes equal to the total number of Lots. A single vote is hereby made appurtenant to each membership in the same manner as each such membership is made appurtenant to each respective lot. When a single entity holds more than one membership, each membership may be voted separately. When more than one entity holds in common the fee interest in any lot, the vote for such lot shall be exercised as the owners among themselves determine, but in no event shall more than one vote be cast with respect to any lot. In case they are unable to agree their vote shall not be counted, but their presence at any meeting, in person or by proxy, shall be counted for purposes of constituting a quorum.

Section 6 Every member shall have a right of easement of enjoyment in and to the common area and for ingress and egress over and through the common area and such easement shall be appurtenant and shall pass with title to every lot, subject to the restrictions and the following provisions, powers and rights which are otherwise hereby granted:

- 6.1 The right of the Association to limit the number of guests of members, and
- 6.2 The right of the Association by Association Action to make reasonable rules governing use of common areas and facilities and to charge reasonable admission and other fees for the use of any recreational facilities within the common area, and
- 6.3 The right of the Association to suspend the voting rights and right to use any portion of the common areas by any member for any period in which any assessment by the Association against his lot remains unpaid, and this right shall not be exercised by the Association as against any secured party with respect to assessments coming due before completion of foreclosure proceedings through a period of redemption, and
- 6.4 The right of the Association to suspend the voting right and right to use any portion of the common area by any member for any violation of the Association's rules and regulations, which suspension shall not exceed 180 days, and
- 6.5 The right of the Association to exclusive use and management of the common area for utilities such as pumps, pipes, wires, conduits, and other utility equipment, supplies and materials, and
- 6.6 The right of the Association to borrow money (except as otherwise proscribed by other contracts) for the purpose of improving the common area and facilities and in aid thereof to convey a security interest in the common area, and
- 6.7 The right of Association to dedicate or transfer any portion of the common areas owned by the Lot Owners, or easements with respect to the common areas, to any public agency, authority, or utility for such purposes and subject to such conditions as may be directed by the Association, provided, that transfer of ownership of any portion of the common areas is subject to a two-thirds approval of all of the Lot Owners then holding membership in the Association. The right to grant easements shall be vested in the discretion of the Association or Declarant. The Declarant shall have the right before and after the development period to provide easements over and under the common areas and lots for utilities, pathways and roadways to provide for such things as utility and drainage solutions, private and public access.
- 6.8 The right of the Declarant during the development period to have the exclusive control, management and administration of the common areas.

Section 7 Any member may delegate his rights of enjoyment to the common area and facilities to the members of his family and tenants.

Section 8. The ownership of each lot shall entitle the owner or owners thereof to the use of such parking areas as may be specified by Association Action. No common parking stalls shall be reserved for the exclusive use of any one member or their guests except for special occasions as approved by the Association. Additional parking may be allowed in the roadways for special occasions such as private parties as may be approved by

2000 030 1000077

the association from time to time. General parking in part or total in the roadways is otherwise prohibited unless approved by the Declarant and more than 50% of the Lot Owners.

Section 9 Membership in the Association may be (but need not be) evidenced by a written certificate validated by the Association annually. A membership in the Association shall be inalienable and unencumberable in any way except as an appurtenance to a lot, which entitles an entity to membership. Upon the transfer of any membership, the Association shall delete the name of the old members and reflect the new members succeeding in interest to the lot involved. Any attempt to make a prohibited transfer of a membership is void and will not be reflected upon the records of the Association nor shall the same be recognized by the Association. If an owner refuses or neglects to advise the Association, the Association may, on evidence satisfactory to it, reflect such new transfer upon the books of the Association and recognize as the member the successor or successors in interest to the exclusion of the prior member.

Section 10 Each Lot Owner for himself/herself, his/her heirs, successors and assigns, covenants and agrees that each lot shall be subject to annual assessments or charges and certain special assessments for maintenance capital improvements in an amount to be determined by the developer during the development period and thereafter by the Association, and that a lien (periodically arising) shall exist in favor of the Association and the developer with respect to each such lot as security for amounts to be paid in accordance with this instrument and the following provisions:

10.1 The Association shall be responsible for maintaining all service lines serving or located in or on the common areas, maintain and otherwise manage all of the common areas and their components, including (without limitation) the landscaping, irrigation and utility systems, parking areas, statutes, common areas, streets, and recreational facilities (if any) and electrical lines from the streets to and under each building including the street lighting and conduct such additional maintenance as may be determined by Association Action. The Association shall maintain and where necessary replace all materials including but not limited to capital improvements and landscaping including trees, plants, flowers, etc. in the Common Areas. Owners shall maintain their lots and the street lighting and conduct such additional maintenance as may be determined by Association Action. Owners shall maintain their lots in the same condition as a reasonably prudent homeowner would maintain his own home and shall cooperate with the Association so that the entire development will reflect a significant pride of ownership. The maintenance of the individual lots shall be the sole obligation and expense of the individual owners thereof. Individual owners will be responsible for maintenance of all service lines including but not limited to sewer, storm, water, gas, phone, and cable from their respective unit to their lot line. During the Development Period, the Developer may at its option maintain the common areas for the benefit of the Association, at the sole expense of the Association.

10.2 Thirty (30) days or more prior to the beginning of each fiscal year the Board shall prepare a budget and an estimate of the charges (including common expenses and any special charges for particular lots) to be paid during such year, shall make provisions for creating, funding and maintaining reasonable reserves for contingencies, operations, repairs, replacements, improvements and acquisition of common areas and facilities, and shall take into account any expected income and any surplus available from the prior year's operating fund. Without limiting the generality of the foregoing but in furtherance thereof, the Board shall create and maintain from regular monthly assessments a reserve fund for maintenance and replacement of those common areas which can reasonably be expected to require maintenance and replacement prior to the end of the useful life of the buildings or equipment. The Board shall calculate the contributions to said reserve fund so that there is sufficient funds therein to maintain and replace each common area covered by the fund at the end of the estimated useful life of each such common area. The Declarant or initial Board may at any time establish the first such budget and estimate. Any annual budgeted sum for a capital improvement for new, non-replacement items or acquisition/lease in excess of Three Thousand Dollars (\$3,000.00) shall be subject to the prior approval of more than 50% of the owners. Any annual said new non-replacement/acquisition/leased capital expenses exceeding \$10,000 would require more than 60% approval of the Lot Owners. If the sum estimated and budgeted at any time proves inadequate for assessment, the Board may at any time levy a further assessment, which shall be assessed to the owners in like proportions. Any surplus funds shall be carried over and applied against amounts needed in the following year. The Association has the right, but not the obligation, to establish a reserve account for maintenance and replacement of any improvement at any time, provided that the Association shall commence reserving funds for replacement of a capital improvement no less than five years prior to the end of the estimated useful life of any improvement. All budgets are estimates only and neither the Association nor the Declarant shall be legally liable in the event that any budget estimate should later prove to be inaccurate or under or over estimated, including any consequences,

2000 030 1000077

financial or otherwise, resulting from inaccurate budget estimates

10 3 Unless otherwise determined by the Board for Special Assessments, all assessments shall be made by Association Action setting forth lot numbers and the amount thereby assessed against the same and shall be assessed equally among the lots. Notification of the amount of the assessment shall not be necessary to the validity thereof. Upon each assessment a lien therefor in favor of the Association shall arise to secure the payment of the same together with applicable interest thereon, costs and reasonable attorneys' fees for collection, for all of the foregoing there shall also arise a personal obligation upon the owners of each such respective lot as of the date and time of the assessment.

10 4 The assessment by the Association shall be made for, and the proceeds therefrom shall be used for, promotion of the recreation, health, safety and welfare of the members and their use and enjoyment of the common area. In connection with determining whether or not to make an assessment and the amount thereof, consideration shall be given to the following:

10 4 1 The cost of taxes, repairs, replacement and maintenance of the common area, including but not limited to lawn care and storm water management, clean up and enhancements to vegetation, and

10 4 2 The cost of amounts necessary for the establishment and maintenance of a reserve for repair, maintenance, taxes and other charges, including insurance premiums, and

10 4 3 The cost of any recreational facilities as may from time to time be provided, and

10 4 4 The cost of the sewer, storm drainage, roads, sidewalks, and water system maintenance, including the detention facilities, and

10 4 5 The cost of all landscaping in the common areas, and replacement of all hard scape, trees and other vegetation in common areas which are in a diseased or damaged condition.

10 5 By virtue of this instrument each member during the development period shall pay to the developer an annual amount which is hereby assessed against each lot and completed home (or contract to build) of Three Hundred Seventy Dollars (\$370 00) for annual assessments. These amounts shall be held by the Developer to pay for maintenance and any balance will be turned over to the Homeowners Association at completion of the development period. In addition, each Lot Owner with a completed home or a contract to build a home shall make a one-time payment of \$250 00 to the Developer to be held in a separate account in trust for the purposes specified in Paragraph 10 4 above as needed in the sole discretion of the developer. Upon termination of the development period, and release of all maintenance and other related bonds and set-asides by all government agencies, any balance on account shall be paid to the Association as part of the Association's general funds. The initial annual assessment by the Association shall be \$370 00 subject to revision by Association Action. The Association shall organize two work parties per year to clean and maintain the Common Areas, and Lot Owners shall be invited to participate in the work parties. Any Lot Owner shall have the option not to participate in the work parties, but failure of any Lot Owner to participate shall result in an increase of the general assessment of \$125 00 per work party time not fully completed. If any Lot Owner is unable to participate in the work party, the Lot Owner may avoid increase of the general assessment by performing other maintenance duties as determined by the Association in its sole discretion. Declarant believes that the work parties will hold down maintenance costs of the Association as a whole and will foster a community feeling within Saratoga. Each work party is intended to be between 2 and 5 hours long as provided for by the Association.

10 5 1 Notwithstanding anything to the contrary herein, Declarant shall not be assessed any homeowners dues at any time on unsold lots.

10 6 The liability of each member for assessments shall commence on the date upon which any instrument of transfer to such person becomes operative (such as the date of a real estate contract for the sale of any lot, the date of death in the case of a transfer by Will or intestate succession, etc.) and, if earlier, the first day of the calendar month following the first occupancy of a unit by an owner. At closing, to cover the first full year's annual assessment, a pro-rated amount of the current calendar year plus the next full calendar year's assessment shall be due. Annual assessments for subsequent fiscal year shall thereafter be due and payable in full on January 1 of that year to reduce accounting work.

2006 030 1000077

Special assessments are due and payable at such time as directed by Association Action. The Association may in its discretion set up a payment program based on financial necessity and on such terms as the Association may direct including imposition of a processing fee and interest rate on deferred payments.

- 10 7 Upon request the Board shall furnish written certificates certifying the extent to which assessment and assessment payments on a specified lot are paid and current to the date stated therein. Issuance of such certificates shall be conclusive evidence of payment of any assessment or assessment payments therein declared to have been paid. The Association may make a reasonable charge for the issuance of such certificate.
- 10 8 In addition to annual assessments, the Association may make special assessments applicable to that year. Such assessments may be for construction, reconstruction, repair or replacement of capital improvements in the common area and related personal property or fixtures. Except on an emergency basis special assessments may be made only at a special meeting of the Association members called in accordance with its Bylaws and Articles.
- 10 9 Annual and special assessments together with the interest thereon, and the cost of collection thereof, including reasonable attorneys fees shall become a lien against each respective lot in the amount stated in the assessment from the time of the assessment whether recorded or unrecorded, as payments on delinquent assessments are made, said payments shall be credited first to the oldest amounts owing. In addition, all unpaid assessments shall be the personal obligation of the Lot Owner(s) at the time of assessment and this personal obligation shall not be terminated by sale of the Lot. The personal obligation to pay a prior assessment shall not pass to successors in interest unless expressly assumed by them, but the lien for the assessment shall remain as an encumbrance on the Lot until paid. The Association, in its sole discretion, shall retain the authority in an appropriate case to waive all or part of the unpaid assessment and lien in the case of a transfer of Lot ownership. Notwithstanding anything to the contrary within these Declarations, the Declarant shall in no event be liable for any annual or special assessments.
- 10 10 If any assessment is not paid in full within thirty (30) days after it was first due and payable, the assessment shall bear interest on the unpaid portion amounts from the date it was made at the rate of twelve percent (12%) per annum, provided, that the Association may, by Association Action, elect to charge a higher rate of interest if permissible under applicable state law, and further provided that if the maximum legal rate is less than twelve (12%), then the default rate shall be deemed to be the maximum legal rate. Each member hereby expressly grants the Association, its agents and the developer during the development period, the right and power to bring all actions against such member personally for the collection of such assessments as a debt of the Association, by foreclosure of the continuing liens in the same form of action as is then provided for the foreclosure of a mortgage on real property. The liens provided for in this instrument shall be for the benefit of the Association as a corporate entity, and the Association shall have the power to bid in at any lien foreclosure sale and to acquire, hold, lease, mortgage, and convey the lot foreclosed against.
- 10 11 In the event any member shall be in arrears in the payment of the assessments due or is otherwise in default of the performance of any terms of the Articles and Bylaws of the Association or of this Declaration for a period of thirty (30) days, said membership's voting rights shall be suspended (except as against foreclosing secured parties) and remain suspended until all payments are brought current and defaults otherwise remedied. No member except for Declarant is relieved of liability for assessments by non-use of the common area or by abandonment of a lot.
- 10 12 No action shall at any time be taken with respect to assessments that may unreasonably discriminate against any particular owner in favor of other owners.
- 10 13 Declarant/Developer is hereby exempted from paying any fees, assessments, dues, and any other charges of whatsoever nature and kind, to the Association regardless of the period of time that Declarant/Developer may hold title to any Lot.
- 10 14 In recognition of the fact that Saratoga is a diverse development with homes in different price ranges and with varying home and land sizes, and in order to attempt to equitably apportion homeowner assessments based on relative home values, relative costs and benefits from use of common areas and common services such as but not limited to storm retention, storm water maintenance, and roadway uses, the permissible assessments upon homeowners by the Association shall be as follows:

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Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34 and 35 will be assessed at 90% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment

Section 11 Each owner expressly covenants that the Association and the Declarant may enter into management agreements for the common area, and all maintenance functions related thereto, with such entities as the Association or Declarant deem fit and proper, and that they are bound to observe the terms and conditions of any such management agreement. Any such management agreement shall be made available for inspection by any member upon request. Any management agreement for the planned unit development will be terminable by the Association for cause upon sixty (60) days written notice thereof, and the term of any such agreement may not exceed one year, renewable by agreement of the parties for successive one-year periods. During the development stage of the plat/PUD and until all releases from all maintenance bonds from any governmental agency, the Declarant shall (unless Declarant declines in writing the opportunity to do management work and/or the right to be compensated for said work) be paid by the Association a management fee of fifteen (15%) of Declarant's actual costs incurred to manage the maintenance, replacement and repair of the common areas. Declarant may at its discretion incur and not charge back to the Association and/or Lot Owners certain costs in connection with repair, maintenance and replacement to the common areas, provided, that in the event that the Association and/or any Lot Owner should charge the Declarant in connection with any other responsibilities of the Declarant, the Declarant shall be entitled to account for any costs actually incurred and not previously charged for common area issues, plus its 15% management fee, as an offset to any claims by the Association and/or any Lot Owner.

Section 12 All dollar amounts noted herein are subject to change in accordance with changes in the Consumer Price Index ("CPI"). The CPI shall mean the CPI index for the Seattle metropolitan area promulgated by the Bureau of Labor Statistics of the United States Department of Labor, using the year that these CC&R's were first recorded as a base of 100. Commencing on January 1 of the following year of the recording of the CC&R's, and thereafter annually, the Board shall recalculate all budgeted sums in accordance with the percentage change in the CPI then in effect for the Seattle metropolitan area. In the event of uncertainty regarding the applicable CPI index to apply or in the event no applicable CPI exists, then the decision of the Board shall be final and binding.

Section 13 Regardless of the status of the Association, or these Covenants, each Lot Owner, exclusive of the Declarant, shall be personally liable for a pro rata share of the cost of performance of the duties of the Association. This covenant shall run with the land and be binding on each purchaser, and his or her heirs, successors and assigns. Provided, that in the event there are insufficient funds to carry out the duties of the Association, each homeowner may be assessed up to double its pro rata share to carry out duties of maintenance and repair.

Section 14 Under no circumstances may any Association funds be employed on behalf of the Association or any individual Lot Owners for purposes associated with making legal claims or instituting litigation against the Declarant, including but not limited to attorneys fees, litigation costs, expert fees, consultant fees, costs of polling the membership of the Association with respect to potential claims against Declarant arising out of non-common area items, and in the event of a breach by the Association of this Section, any funds so expended shall be the personal responsibility of those officers or members of the Association authorizing said expenditure, which shall be recoverable by the Association or the individual Lot Owners against those individuals. The purpose of this section is to prevent individual Lot Owners from using or employing Association funds or resources for the advancement of individual, non-common-area claims.

ARTICLE V
ASSOCIATION LIENS

Declarant hereby creates in the Association perpetually the power, and hereby subjects all lots perpetually to the power of the Association, to create a lien in favor of the Association against each lot to secure to the Association the payment to it of all assessments, interest, costs and attorneys' fees. The said lien for each said respective lot when created shall be a security interest in the nature of a mortgage in favor of the Association. Said liens shall arise automatically in accordance with the terms of this Declaration, but shall be subordinate to the lien of a first mortgage or deed of trust in favor of an institutional first mortgage, but provided further, that in the event of any sale or refinance, said liens shall not be subordinated at closing. Said liens shall expire periodically also in accordance with the terms of this Declaration.

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ARTICLE VI
SUBORDINATION OF LIENS

Section 1 The provisions of this Article V apply for the benefit of each institutional first mortgagee and to secured entities who lend money to Declarant for purposes of construction or to secure the payment of the purchase price of a lot and may change to meet financing and governmental requirements or requests. These Article V provisions supersede any contrary provisions of the Articles, Bylaws, rules or regulations of the Association, or inconsistent provisions of this Declaration.

Section 2 The holder of a first mortgage or deed of trust or second mortgage or deed of trust given to secure payment of the purchase price of a lot shall not, by reason of the security interest only, be liable for the payment of any assessment or charge as to such lot, nor for the observance or performance of any covenant of restriction, excepting only those enforceable by equitable relief and not requiring the payment of money and except as hereinafter provided.

Section 3 During the pendency of any proceeding to foreclose the first mortgage or deed of trust or second mortgage or deed of trust given to secure payment of the purchase price of a lot including any period of redemption, the holder of such mortgage or deed of trust, or the receiver, if any, may exercise any or all of the rights and privileges of the owner of the encumbered lot, including but not limited to the right to vote as a member of the Association to the exclusion of the owner's exercise of such rights and privileges.

Section 4 At such time as said mortgage or deed of trust holder shall become the record owner of the lot, he shall be subject to all of the terms and conditions of said instrument including those creating the obligation to pay for all assessments and charges accruing as to the said lot in the same manner as any owner.

Section 5 Said mortgage or deed of trust holder or other secured party acquiring title to an encumbered lot through foreclosure, suit, deed of trust sale, deed in lieu of foreclosure or equivalent method, shall acquire title to the encumbered lot free and clear of any lien authorized by or arising out of any of the provisions of this instrument insofar as said lien secures the payment of any assessment or charge installment accrued but unpaid before the final conclusion of any such proceeding including the expiration date of any period of redemption. The Association by Association Action may treat any unpaid assessment against a lot foreclosed against as a common expense in which case it shall prorate such unpaid assessments among remaining lots and each such lot shall be liable for its pro-rata share of such expense in such manner as any other assessment.

Section 6 Regardless of the foreclosure of any security interest in a lot, any unpaid assessments shall nevertheless continue to exist and remain as a personal obligation of the owner against whom the same accrued and the Association shall use reasonable efforts to collect the same from the owner even after he is no longer a member.

Section 7 The liens for assessments provided for in this instrument shall be subordinate to the lien of any mortgage, deed of trust, or other security interest placed upon a lot as a construction loan security interest or as a purchase price security interest, and the Association will, upon demand, execute a written subordination document to confirm the particular superior security interest. The sale or transfer of any lot or interest therein shall not affect the liens provided for in this instrument except as otherwise specifically provided for herein, and in the case of a transfer of a lot for purposes of realizing a security interest, liens shall arise against the lot for any assessment payments coming due subsequent to the date of completion of foreclosure (including expiration of redemption).

Section 8 No land or improvements devoted to the dwelling use shall be exempt from assessments by the Association in any event, but there shall be exemption from assessments by the Association the common area, and all portions of the properties dedicated to and accepted by a local public authority or other charitable or non-profit organization exempt from taxation by the laws of the State of Washington.

ARTICLE VII
CREATION OF HOMEOWNER EASEMENTS

Section 1 Creation of side easements (as shown on the attached map and further described). Each Lot Owner (granting Lot Owner) grants an exclusive easement to his/her adjoining Lot Owners (recipient Lot Owner) to the extent necessary to maintain, use and repair the entry and landscaping between the homes on a uniform basis and to provide exclusive side entrances to the homes. Generally, each easement shall consist of all land

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between each two adjoining Buildings (including the side entrance to the Recipient Lot Owner's home) extending from the rear foundation of the Granting Lot Owner's home extending to the perpendicular point of the common lot line and extending forward to the street, all as set forth on the attached map To the extent of any inconsistency between this description and the attached map, the attached map shall control

Section 2 Each Recipient Lot Owner is charged with the duty of maintaining all landscaping, roof and walkway and other appurtenance within the easement area Each Recipient Lot Owner has the privilege of the exclusive use of the entire easement area for all purposes including ingress to and egress from the unit, provided, that each Granting Lot Owner retains the limited right to enter the side yard for purposes of construction and maintenance of improvements to the Unit These rights and duties are created to assure uniform upkeep of landscaping between units regardless of property boundaries, and to provide an area of exclusive ingress and egress to the Recipient Lot Owners This easement/license is not intended to alter the responsibility of each Lot Owner for the proper maintenance and repair of his/her unit including foundation and exterior siding All adjoining Lot Owners (Lots 1-30) further grant each other reciprocal easement rights to the extent necessary for installation, maintenance and repair of landscaping and sprinkler systems, walkways, concrete patios, trellises, and any other structures straddling the property lines between the units

Section 3 Limited Easement for Roof Overhangs Each Lot Owner is granted a limited air easement to the extent that the roof overhangs, or any structure or appurtenance including but not limited to trellises or porches, extend over the property boundary into the Common Areas or easements of the Development, and the existence of such overhangs or intrusions shall not give rise to any claim on the part of the Association, any Owner, or any other third party

Section 4 Joint Driveway Easements Declarant may, on the plat, within these Declarations, or by any subsequent recording, designate certain driveways as joint driveway easements for joint access by multiple Lot Owners Those specific driveways are Lots 2 and 3, Lots 11 and 12, Lots 19 and 20, and Lots 28 and 29 Declarant reserves the right to modify said joint driveway easements at any time, in Declarant's sole discretion, to further the legitimate purposes of the Declarant including but not limited to providing adequate vehicular access for present and future Lot Owners -Declarant shall have no legal liability for any claim that the vehicular access to any Lot is inadequate, whether or not contributed to by the joint use of the driveway In no event shall any Lot Owner allow vehicles or any other objects to obstruct the access of the joint driveways at any time All Lot Owners with joint driveways will be provided with one electric garage door opener and it shall be the responsibility of the Lot Owners to keep said garage door openers in good maintenance and repair The beneficiaries of the driveway easements shall be jointly and equally responsible for all maintenance, repair and replacement within the driveway easements, and for purposes of this section, "joint" may refer to more than two owners

Section 5 Limited Easement for Construction, Improvements The Declarant, and each Lot Owner, is granted a limited easement/license over the property of each adjoining Lot Owner and the common areas to the extent necessary for the construction, improvement, repair and maintenance ("the Work") of any Lot, provided, that the Declarant and each Lot Owner shall go upon the adjoining lots and the common areas only to the extent reasonably necessary to carry out the Work, and upon completion of the Work, the Declarant or Lot Owner shall restore the adjoining property to the extent practicable including replacement or rehabilitation of any landscaping and/or vegetation damaged by the carrying out of the Work, except as otherwise provided for herein

Section 6 Reserved Easements The Declarant reserves an easement over each Lot for utility installation and maintenance, including but not limited to, underground electric power, telephone, water, sewer, drainage, gas, and accessory equipment, together with the right to enter upon the Lots at all times for said purposes, provided in furtherance of the foregoing and not by way of limitation, an easement for installation and maintenance of facilities for surface water drainage is established across a 5' foot wide area along the front and rear boundary lines of each lot and a 2.5 foot wide area along the interior boundary lines, of each Lot (except such 2.5 easement area shall not apply where a structure is constructed in accordance with applicable laws, rules and regulations on or within 2.5 feet of an interior boundary line) Within these easements the construction and maintenance of a structure, fence, planting, or other material or improvement shall be prohibited (except those provided for by the PUD approval such as entry steps and porches) only to the extent that such construction or maintenance would (a) damage or materially interfere with the installation and maintenance of utilities, or (b) change the direction or flow of drainage channels in the easements, or (c) obstruct or retard the flow of water through drainage channels in the easements The easement area of each Lot, and all improvements shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible

Section 7 Limited Easement from Saratoga to Adjoining Property The Declarant and each Lot is granted a

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limited easement/license as provided for in the recorded Plat of Saratoga, Tract No 994, between Lots 7 and 8 to access the adjoining property to the north of Saratoga for the limited purpose of pedestrian access to the sidewalk areas within Savannah between the hours of 7 00 a m and dusk, except as may be provided by mutual agreement between the respective homeowners' associations The present and future owners of the property to the north of Saratoga have a reciprocal easement for the purposes of pedestrian access to the sidewalk areas within Saratoga, as provided for by Declarant in the CC&R's for the plat/PUD for Savannah This limited easement does not extend to other common areas within the adjoining Development of Savannah

Section 8 Private Pedestrian Easements The owners of Lots 31, 32, 33, 34 and 35 are granted a limited easement/license as provided for in the recorded Plat of Saratoga over and upon Lots 32, 33, 34 and between Lots 15 and 16 plus a portion of the Retained Vegetation Area for the purpose of pedestrian access to the private sidewalks and the common areas within Saratoga Said use shall be limited to the hours between 7 00 a m and dusk except as may be provided for by the homeowners' association for reasons including, but not limited to, access to the common areas of Saratoga during evening community events This path specifically is meant for pedestrian access only, not for the transfer of boats, bicycles, or other such items Pedestrian use may be limited or prohibited by the Association for misuse of the access including excess noise (more than 55 decibels) loud talking, shouting, music, and use outside of approved hours Please note this pedestrian access easement has been approved as modified to a four foot width per the attached Exhibit C

Section 9 In addition to the other easements granted in these Declarations, the Declarant/Developer, to the extent not otherwise created under these Declarations or elsewhere, shall at all times after transfer of each and every lot and all Common Areas, retain the right to create such easements over, under and through the Lots and the Common Areas in such places as the Declarant/Developer, in the exercise of its sole discretion, determines to be needed or convenient to install improvements and remedy problems, and to otherwise maintain, repair and improve the Properties and the improvements thereon Said right to create easements by the Declarant/Developer shall be broadly construed and shall include the right to create easements over any Lot or other Common Area for the benefit of any third party including but not limited to the City of Bellevue, King County, the State, all utility companies, such as Puget Sound Energy, cable company, phone company, and any other private or public municipality, governmental unit, or utility/service provider

**ARTICLE VIII
COMMON AREA AND LOT USE RESTRICTIONS**

Section 1 All lots within the properties and otherwise subject to this instrument shall be solely and exclusively for private residences

Section 2. Except as built by developer or otherwise authorized by Association Action, all garages shall be incorporated in or made a part of a unit and shall remain operable at all times for the purpose of parking an automobile therein Garage doors shall be kept closed at all times when the garage is not in current use so as to maintain the sightliness of the Development as a whole

Section 3 No animals, livestock, or poultry of any kind (other than house pets in accordance with rules and regulations established by the Association) may be kept on the properties Owners shall obey all state and local laws and ordinances pertaining to care, control and husbandry of animals and pets In no event shall any dog be allowed to run outside the Owner's Lot without a leash, except where the dog is under the Owners direct verbal command at all times, or otherwise create a nuisance Structures to shelter domestic pets and dog or other animal runs and/or kennels shall be prohibited within five (5) feet of any property line Commercial breeding and/or storage of animals are prohibited All dogs or other animals making occasional noise over forty-five (45) decibels or repeated noises more than ten (10) seconds in any one hour shall be kept inside with all doors, windows and openings shut The Declarant of the Association may assess a fine of One Hundred Dollars (\$100 00) per occurrence for violation of this covenant and may require removal of the pet from the Development Said fine may at the Association's discretion be increased to Two Hundred Fifty Dollars (\$250 00) per occurrence in excess of two occurrences per calendar year

Section 4 No mobile homes, house trailer, camper, boat, boat trailer, recreational vehicle, or similar item shall be stored or kept on any portion of the property, except in garages, unless expressly authorized by Association Action, provided that the Declarant/Developer shall be exempt from this provision

Section 5 No garbage, refuse, or rubbish shall be deposited on or left on any lot unless placed in a suitable container screened from public view

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Section 6 Any construction or repair work with respect to any unit shall be prosecuted diligently and continuously from commencement until completion and no building material of any kind shall be placed or stored outside any unit (except by Declarant/developer) unless expressly authorized by Association Action

Section 7 The owners shall use their respective properties in such a manner so as not to offend or detract from other owners' enjoyment of their own respective properties. All owners shall use their property solely and exclusively for private single family residences with appurtenant garages. Conduct of a private business shall be permitted on the condition that (1) not more than three nonresidents are employed at the business location, (2) business visits to the home do not average more than twenty per day and (3) the owner complies with all applicable governmental regulations and codes applicable to such use. These rights may be expanded by a majority vote of the association or to the extent they are allowed by code or other process provided for by the City of Bellevue. No signs of any kind or description shall be erected, posted, painted or displayed on any building on any portion of the properties unless expressly authorized by Association action, or unless erected or placed by the Developer, or as otherwise required by law. The posting of signage, or other publication, written or verbal, which libels or disparages the Declarant/Developer shall be fined at the rate of \$150.00 per day per occurrence until removed or ceased.

Section 8 No vehicle of any kind shall be parked or left unattended on the properties, except in private garages, or those areas designated by Association Action or the Declarant for parking purposes. There shall be no parking around the circumference of the center landscaped area or common areas except as authorized by Association action for special occasions or otherwise provided for within these CC&R's

Section 9 No trees over eight inches (8") in diameter as measured three feet (3') above the average ground height six inches (6") from the base may be cut down, topped or branches trimmed in excess of ten percent (10%) per year of the total length and number of limbs, except by Declarant/Developer unless it is

- 9.1 In order to build a home, patios, sidewalks, decks or other structure on a Lot,
- 9.2 In order to allow entry or garage access,
- 9.3 In order to protect Owners against a diseased or dangerous tree or trees,
- 9.4 In order to comply with any requirements of any governmental authority with jurisdiction over the Development, including those now in existence or to be made law in the future,
- 9.5 In order to install any and all utilities, roadways, etc ,
- 9.6 Should it become necessary by Association Action to remove any trees, and other vegetation in common areas, due to disease, storms, or for any other reason, said trees and vegetation shall be replaced by trees/vegetation of comparable type and in reasonable numbers to provide adequate screening where appropriate,
- 9.7 As required by existing and or future easement agreements of third parties, and
- 9.8 Allows for light, air or views and approved by the Association
- 9.9 In addition to the above requirements and restrictions, any proposed removal of trees and/or vegetation must comply with the applicable rules and regulations of the P U D and the City of Bellevue, and shall comply with all easements and agreements between the Developer and any third parties affecting the property, whether recorded or unrecorded

Section 10 Any lease agreement between an owner and a lessee shall provide that the terms of the lease are subject in all respects to the provisions of the Declaration, Articles of Incorporation and the Bylaws, and any failure by the lessee to comply with the terms of such documents shall be a default under the lease. All leases shall be in writing and for a minimum term of thirty (30) days. Other than the foregoing, there is no restriction on the right of an owner to lease his or her unit except as otherwise provided by law

Section 11 No firearms, cross bows, bows and arrows, or air guns, including without limitation, BB-type or pellet guns, whether for purposes of hunting or target practice, shall be used within the Development, unless expressly authorized by Association Action

Section 12 No television cables, no aerial, satellite dish or antennae shall be placed or erected upon such Lot

or affixed in any manner to the exterior of any building or structure on the lot unless expressly authorized by Association Action, provided, that satellite dishes of 24 inches in diameter or less shall be permitted in rear yard areas if screened from neighbors' view

Section 13 No portion of any Lot shall be used as a drying or hanging area for laundry or other items of any kind where it can be viewed from any street or adjoining neighbor's property

Section 14 All Lot Owners shall install and maintain light sensors on the garage exterior and on the entry in conformance with the design specifications of the Developer For security reasons, all exterior garage and front entry lights/floodlights shall remain on at all times between dusk and midnight unless otherwise modified as required for safety, public requirements or energy savings

Section 15 The Association shall at all times maintain Declarant's name on all entry signs and entry monuments in the size and type as directed by the Declarant

**ARTICLE IX
USE AND REPAIR COVENANTS**

Section 1. No fences, hedges or walls shall be erected or maintained unless authorized by the Declarant or Association Action The Association may establish an Architectural Control Committee for the purpose of delegating thereto the powers and duties of the Association or its Board under this Declaration

Section 2 The maintenance, upkeep and repair of individual units shall be the sole responsibility of the individual owners thereof and in no way shall it be the responsibility of the Association or Declarant, its agents, subagents, officers or directors Any action necessary or appropriate to the maintenance and upkeep of the common area, the landscaping, irrigation, arbors, sewer and water systems, recreation areas (if any), parking areas and walks, gas, telephone, or electrical or television facilities shall be taken by the Association or Declarant only Should an owner (other than Declarant) fail to keep up his lot and unit to Association standards, following written notice from the Association of the deficiencies and written notice from the Association or Declarant of the deficiencies and after a reasonable opportunity to cure, the Association or Declarant and its representatives may come onto the property for the purpose of performing necessary maintenance to the unit and the premises and impose a lien on the property for the actual cost of said improvement

**ARTICLE X
OTHER RIGHTS**

Section 1 The Declarant/Developer or the Association may transfer any sanitary sewer system, storm, roads, sidewalks or water system in the properties and open space to the City of Bellevue or other third party for ownership and maintenance together with any necessary easement relating thereto and each lot and the common area shall become burdened thereby Additionally, there is hereby created as to each portion of each lot upon which there is no building used as a dwelling or garage and as to each portion of the common areas for the necessary benefit of each lot, a blanket easement to the Declarant and the Association across, over and under the same premises for ingress, egress, installation, replacing, repairing and maintaining any utility (including, without limitation, landscaping and irrigation, water, sewer, storm drainage, gas, telephone, or electric or television facilities) Provided, however, any entity engaged in conduct pursuant to such easement rights shall be personally responsible to exercise such rights reasonably and to repair and pay for the reasonable costs of any damage caused by the exercise of such rights The storm drainage system, maintenance and operation shall remain the sole responsibility of the Association

Section 2 Despite any other provisions of this instrument, it is expressly permissible during the development period and for up to one year after the last unit is complete, for the Declarant to maintain on any portion of the properties such facilities as in the sole opinion of the Declarant may be reasonably required, convenient or incidental to the construction and sale of units, including (without limitation) a business office, storage trailer, construction or customer care office trailer, signs, model units and sales offices

Section 3 Notwithstanding the maintenance obligations imposed elsewhere in these covenants, Declarant reserves the right, in its sole discretion, to maintain, alter and improve the Common Areas after the Development Period, together with the right to enter any portions of the property necessary to maintain, alter and improve said Common Areas and landscape areas Declarant reserves a nonexclusive perpetual easement for ingress and egress over, under, upon, and above the common areas and individual lots and the right to grant easements for ingress and egress and utilities served over, under, upon and above the common

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areas and individual lots Declarant may use this easement in connection with marketing promotions, special events, health, safety, storm and other utility needs and improvements or for any other purposes Declarant deems necessary or beneficial to Declarant or third parties

ARTICLE XI
INSURANCE AND DAMAGE, CONDEMNATION

Section 1 The Board, and Declarant during the Development Period, shall obtain and maintain at all times as a common expense a policy or policies and bonds written by companies licensed to do business in Washington required to provide

- 1 1 Insurance against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm and water damage in an amount as near as practicable to the full insurable replacement value (without deduction for depreciation) of the common areas, but excluding all roads, utilities and landscaping, with the Association named as insured, or such other fire and casualty insurance as the Board shall determine to give substantially equal or greater protection The policy shall contain an agreed amount endorsement or its equivalent, if available, or an inflation guard endorsement All insurance shall be obtained from an insurance carrier rated Triple A (and rated Class VI or better for financial condition) by Best's Insurance Reports or equivalent rating service
- 1 2 General comprehensive liability insurance insuring the Board, the Association, the owners, Declarant and managing agent against any liability to the public or to the owners of lots and their guests, invitees, or tenants, incident to the ownership or use of the common areas The liability insurance policies shall include protection against water damage liability, liability for owned, non-owned and hire automobiles, host liquor liability, liability for property of others, and, if applicable garage keeper's liability The coverage under such policies shall be in an amount determined by the Board after consultation with insurance consultants but not less than One Million-Dollars (\$1,000,000) covering all claims for personal injury and property damage arising out of a single occurrence The Board shall review policy limits at least annually The policies of liability insurance shall contain a severability of interest endorsement or equivalent coverage that shall preclude the insurer from denying the claim of a Lot Owner because of the negligent acts of the Association or other Lot Owners
- 1 3 Workmen's compensation insurance to the extent required by law
- 1 4 Fidelity coverage naming the Association as an obligee to protect against the dishonest acts by the Board, Association officers, manager and employees of any of them and all others who are responsible for handling Association funds in an amount equal to at least fifty percent (50%) of the estimated annual operating expenses, including reserves Fidelity bonds providing such coverage shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression
- 1 5 Insurance against loss of personal property of the Association by fire, theft and other losses with deductible provisions as the Board deems advisable
- 1 6 Such other insurance as the Board deems advisable, including directors and officer's liability insurance covering the Board and officers of the Association
- 1 7 Each Owner shall obtain additional insurance respecting his lot, his own improvements, contents and personal liability at his own expense
- 1 8 The Board shall exercise its reasonable best efforts to obtain insurance policies containing the following provisions
 - 1 8 1 Insurance coverage shall not be affected by, and the insurer shall not claim, any right of setoff, counterclaim, apportionment, proration, contribution or assessment by reason of any other insurance obtained by or for any Lot Owner or any mortgagee,
 - 1 8 2 Insurance coverage shall not be prejudiced by any act or neglect of the Lot Owners when such act or neglect is not within the control of the Association, or any failure of the Association to comply with any warranty or condition regarding any portion of the premises over which the Association has no control,

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- 1 8 3 Insurance coverage shall not be canceled, the coverage or limits reduced, or the coverage otherwise substantially modified (including for non-payment of premiums) without the insurance carrier's prior written notice to the Board and any and all insureds, including mortgagees,
- 1 8 4 A waiver of subrogation by the insurer as to any and all claims against the Association, the agents, employees or tenants, and of any defenses based upon co-insurance or upon invalidity arising from the acts of the insured, and
- 1 8 5 Provisions that, despite any provision giving the insurer the right to restore damage in lieu of a cash settlement, such option shall not be exercisable without the prior written approval of the Association, or when in conflict with the provisions of any insurance trust agreement to which the Association is a party, or any requirement of law

Section 2 Damage or Destruction

- 2 1 Initial Board Determinations In the event of damage or destruction to any part of the property, including any lot or common areas or facilities or portion thereof, the Board shall promptly, and in all events within thirty (30) days after the date of damage or destruction, make the following determinations with respect thereto employing such advice as the Board deems advisable
- 2 1 1 The nature and extent of the damage or destruction, together with an inventory of the improvements and property directly affected thereby
- 2 1 2 A reasonably reliable estimate of the cost to repair and restore the damage and destruction, which estimate shall, if reasonably practicable, be based upon two or more firm bids obtained from responsible contractors
- 2 1 3 The anticipated insurance proceeds if any, to be available from insurance covering the loss based on the amount paid or initially offered by the insurer
- 2 1 4 The amount, if any, that the estimated cost of repair and restoration exceeds the anticipated insurance proceeds therefor and the amount of assessment to each lot if such excess is to be paid as a maintenance expense and specially assessed against all the lots
- 2 1 5 The Board's recommendation as to whether such damage or destruction should be repaired or restored
- 2 2 Notice of Damage or Destruction The Board shall promptly provide each institutional first mortgagee on any lot written notice of damage or destruction affecting common areas, if such damage or destruction exceeds Fifteen Thousand Dollars (\$15,000 00)
- 2 3 Definitions Restoration, Emergency Work
- 2 3 1 As used in this Section 2, the words "repair", "reconstruct", "rebuild" or "restore" shall mean restoring the improvements to substantially the same condition in which they existed prior to the damage or destruction Modifications to conform to then applicable governmental rules and regulations or available means of construction may be made
- 2 3 2 As used in this Section 2, the term "emergency work" shall mean that work which the Board deems reasonably necessary to avoid further damage, destruction or substantial diminution in value to the improvements and to reasonably protect the owners from liability from the condition of the site
- 2 4 Restoration by Board
- 2 4 1 Unless prior to the commencement of repair and restoration work (other than emergency work referred to in Subsection 2 3 2) the owners shall have decided not to repair and reconstruct in accordance with the provisions provided herein the Board shall promptly repair and restore the damage and destruction, use the available insurance proceeds therefor, and pay for the actual cost of repair and restoration in excess of insurance proceeds secured as a common expense that shall be specially assessed equally against all lots

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

Section 3 Consequences of Condemnation. If at any time or times during the continuance of the planned unit development ownership pursuant to this Declaration, all or any part of the property shall be taken or condemned by any public authority or sold or otherwise disposed of in lieu of or in avoidance thereof, the provisions of this Section 3 shall apply.

3.1 Notice of Condemnation Proceedings. If any part of the common area and facility or portions thereof is made the subject matter of any condemnation or eminent domain proceedings, or is otherwise sought to be acquired by a condemning authority, the Board shall promptly furnish notice of such proceedings or proposed acquisition to each owner and each institutional holder of a mortgage on lots.

3.2 Proceeds. All compensation, damages, or other proceeds therefrom, the sum of which is hereinafter called the "Condemnation Award", shall be payable to the Association.

3.3 Complete Taking. In the event that the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the planned unit development shall terminate. The Condemnation Award resulting from the taking of the common area shall be apportioned among the owners in equal shares. The Board shall as soon as practicable determine and pay the share of the Condemnation Award to which each owner is entitled.

3.4 Partial Taking. In the event that less than the entire property is taken or condemned, or sold or otherwise disposed of in lieu of or in avoidance thereof, the planned unit development ownership hereunder shall not terminate. Each owner shall be entitled to a share of the Condemnation Award resulting from any taking of common areas as set forth in Section 3.3. Condemnation Awards to individual owners resulting from a partial taking shall be determined according to law.

3.5 Reductions of Planned Unit Development Upon Partial Taking. In the event that (a) a partial taking occurs which pursuant to Section 3.4 does not result in a termination of planned unit development ownership hereunder, and (b) at least one (1) lot is taken or condemned and (c) the condemning authority elects not to hold, use and own said lot as an owner subject to and in accordance with the Declaration, then the provisions of this Section 3.5 shall take effect immediately upon the condemning authority taking possession of the lot or lots so taken or condemned.

3.5.1 The lots subject to this Declaration shall be reduced to those lots not taken or condemned (or not sold or otherwise disposed of in lieu of or in avoidance thereof).

3.5.2 The common areas subject to this Declaration shall be reduced to that common area not so taken, gifted, or condemned.

3.5.3 Except as otherwise expressly provided in Section 3.5, the rights, title, interest, privileges, duties and obligations of an owner and mortgagee in, to or with respect to a lot not so taken or condemned (and in, to, or with respect to the Association and the common areas) shall continue in full force and effect as provided in this Declaration.

3.5.4 The provisions of Section 3.5 shall be binding upon and inure to the benefit of all owners and mortgagees of (and other persons having or claiming to have any interest in) and all lots that are, as well as all lots that are not, so taken or condemned. All such owners, mortgagees and other persons covenant to execute and deliver any documents, agreements or instruments (including, but not limited to, appropriate amendments to the Declaration and Plats) as are reasonably necessary to effectuate the provisions of Section 3.5.

ARTICLE XII
ENFORCEMENT

Section 1 The Association, or any owner, shall have the right to enforce by any appropriate proceeding at law

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or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this instrument. The Declarant shall have the same rights of enforcement and reimbursement for a period of 20 years from the date of closing of the first lot sale, including but not limited to the right to proceed against the Association where necessary to compel the Association to perform its duties set forth herein, and against each individual Owner for failure to act in accordance with the terms of these covenants, conditions and restrictions. In any action seeking enforcement hereunder, each party shall pay such party's costs of suit including reasonable attorney's fees, regardless of which party prevails. Failure by any person entitled to enforce the provisions of this instrument to pursue the enforcement of such provision shall in no event be a waiver of the right thereafter to enforcement.

Section 2 Remedies provided by this instrument for collection of any assessment or charge against any member or other entity are in addition to, cumulative with, and are not in lieu of other remedies provide by law.

Section 3 The covenants, restrictions, liens, conditions, easements and enjoyment rights contained herein run with the land and shall be binding upon all persons purchasing, leasing, subleasing or otherwise occupying any portion of the properties, their heirs, executors, administrators, successors, grantees and assigns. All instruments granting or conveying any interest in any lot shall refer to this instrument and shall recite that it is subject to the terms hereof as if fully set forth therein. However, all terms and provisions of this instrument are binding upon all successors in interest despite the absence of reference in the instrument of conveyance to this instrument.

Section 4 If any particular paragraph, subparagraph or sentence of this instrument be adjudicated invalid by an appropriate authority, every other provision shall remain nevertheless in full force and effect. The singular wherever used herein shall, when applicable, be construed to include the plural and necessary grammatical changes required to make the provisions of this instrument applicable to corporations or individuals, men or women, shall in all cases be assumed as if set forth expressly.

Section 5 Mediation as Condition Precedent. Except where time is of the essence, the parties to this Instrument agree to mediate all disputes arising hereunder prior to filing legal action, except that this provision shall not apply to any action to collect or enforce homeowner assessments. Mediation shall take place through the Dispute Resolution Center of Snohomish and Island Counties, which includes a real estate mediation program. Fees are currently \$250.00 for the first mediation session and \$200.00 for each subsequent mediation session. The parties may also use any other mutually acceptable mediation service, and if the Dispute Resolution Center no longer exists, and the parties cannot agree on a mediation service, then such mediation service as Declarant in its discretion shall select. All mediation fees shall be paid pro rata by the parties participating in the mediation session. In the event any party files suit without first going through the mediation process, any other party to the litigation may seek a stay of further court action pending the outcome of mediation under this provision.

ARTICLE XIII
RIGHTS OF CERTAIN MORTGAGEES

Any institutional first mortgagee shall have the right on request therefor to (a) inspect the books and records of the Association during normal business hours, (b) receive an annual financial statement of the Association within 90 days following the end of any fiscal year, and (c) receive written notice of all meetings of the Association and to designate a representative to attend all such meetings.

ARTICLE XIV
AMENDMENT AND REVOCATION

Section 1 This instrument may be amended, and partially or completely revoked as herein provided or otherwise provided by law subject to the rules and regulations and P U D plat approval of the City of Bellevue.

Section 2 During the development period, the Declarant may at its sole discretion, in whole or in part, amend this instrument simply by recording an acknowledged document setting forth specifically the provisions amending this instrument.

Section 3 The covenants and restrictions of this Declaration shall run with and bind the land from the date of this Declaration is recorded. This Declaration may be amended at any time up to five years after the end of the Development Period by an instrument signed by the Declarant. Thereafter, this Declaration may be amended by an instrument signed by eighty percent (80%) of all Lot Owners of record or by the Declarant and fifty percent (50%) or more of the Lot Owners unless otherwise provided herein, provided, that all easements in favor of

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municipalities and utilities are granted in perpetuity and shall not be terminated, modified or otherwise amended except by consent of the affected municipality or utility. The provisions that apply to or affect Declarant in any way may not be amended at any time without Declarant's prior written approval. All such amendatory instruments must be recorded with the appropriate authority for recording documents affecting real property in the City of Bellevue. Notwithstanding the preceding provisions of this paragraph, Declarant reserves the exclusive right during or within twenty (20) years after the Development Period to annex properties to the Properties initially covered by this Declaration by affidavit or by recording an Amendment to Declaration of Covenants which adds the property being annexed to the Properties covered by this Declaration. Such amendment may occur without notice to any Lot Owners and a new Development Period shall be created to the extent additional Lots have or will be created as if they were included in the initial plat/PUD

Section 4 The language in this document is to be liberally construed to the benefit of the Declarant

IN WITNESS WHEREOF, the undersigned Declarant designated herein has executed this instrument this 29th day of February 2000 at Kirkland, King County, Washington

PAN-TERRA, INC

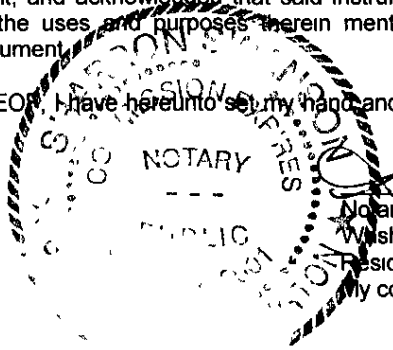
By [Signature]
Robert R. Pantley, as Director

2000 030 1000077

STATE OF WASHINGTON)
) SS
COUNTY OF KING)

On this 29th day of February, 2000, before me personally appeared Robert Pantley, to me known to be the Director of Pan-Terra, Inc., the corporation that executed the within and foregoing instrument, and acknowledged that said instrument was the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

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



[Signature]
Notary Public in and for the State of
Washington
Residing at Woodinville
my commission expires 9/27/01

130TH AVENUE SE

WOODRIDGE MANOR

PLAT OF SARATOGA
V. 88, P. 40-43

PLAT OF SARATOGA

SECTION 8, TOWNSHIP 14 NORTH RANGE 8 EAST, T. 14 N., R. 8 E.

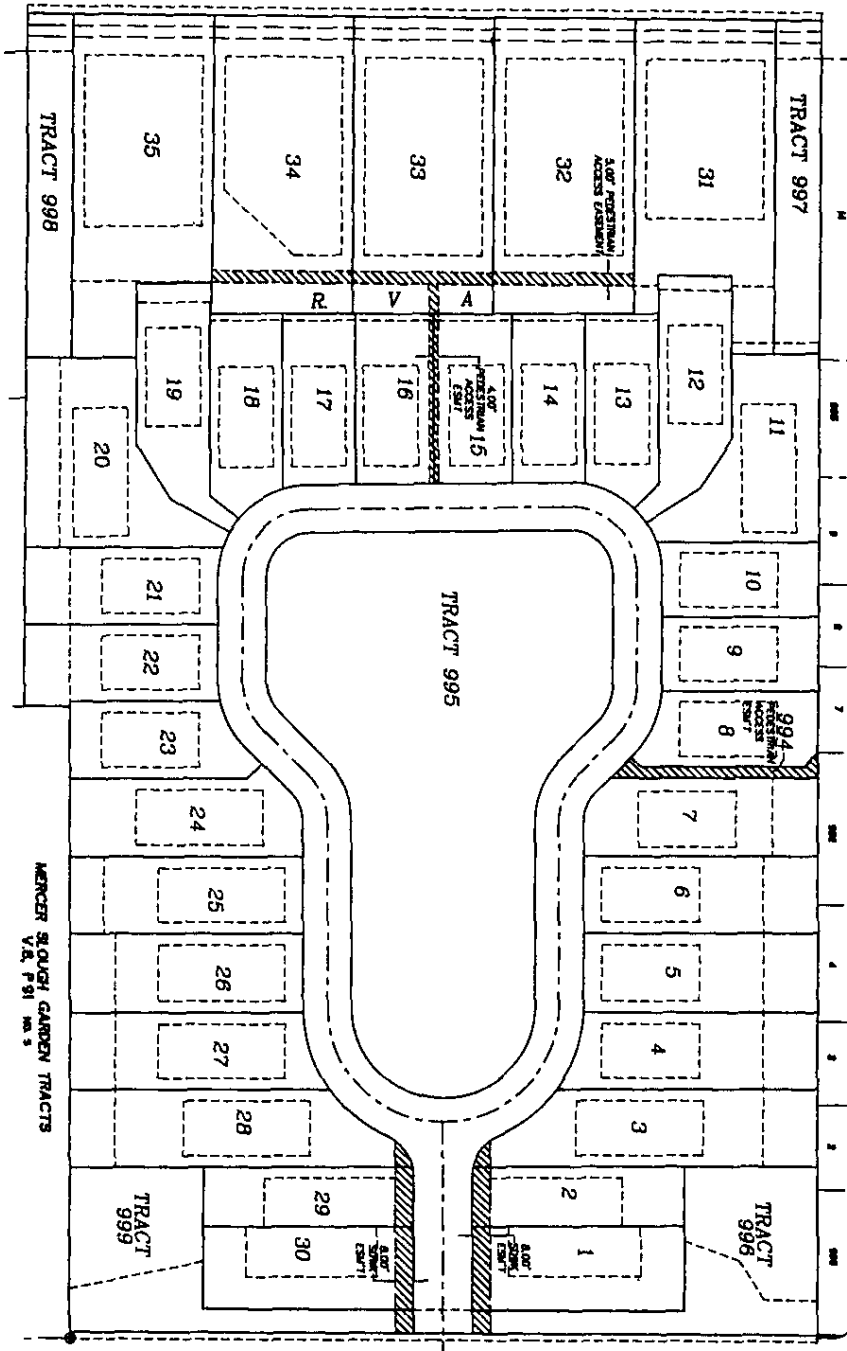
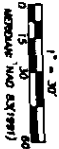


EXHIBIT A

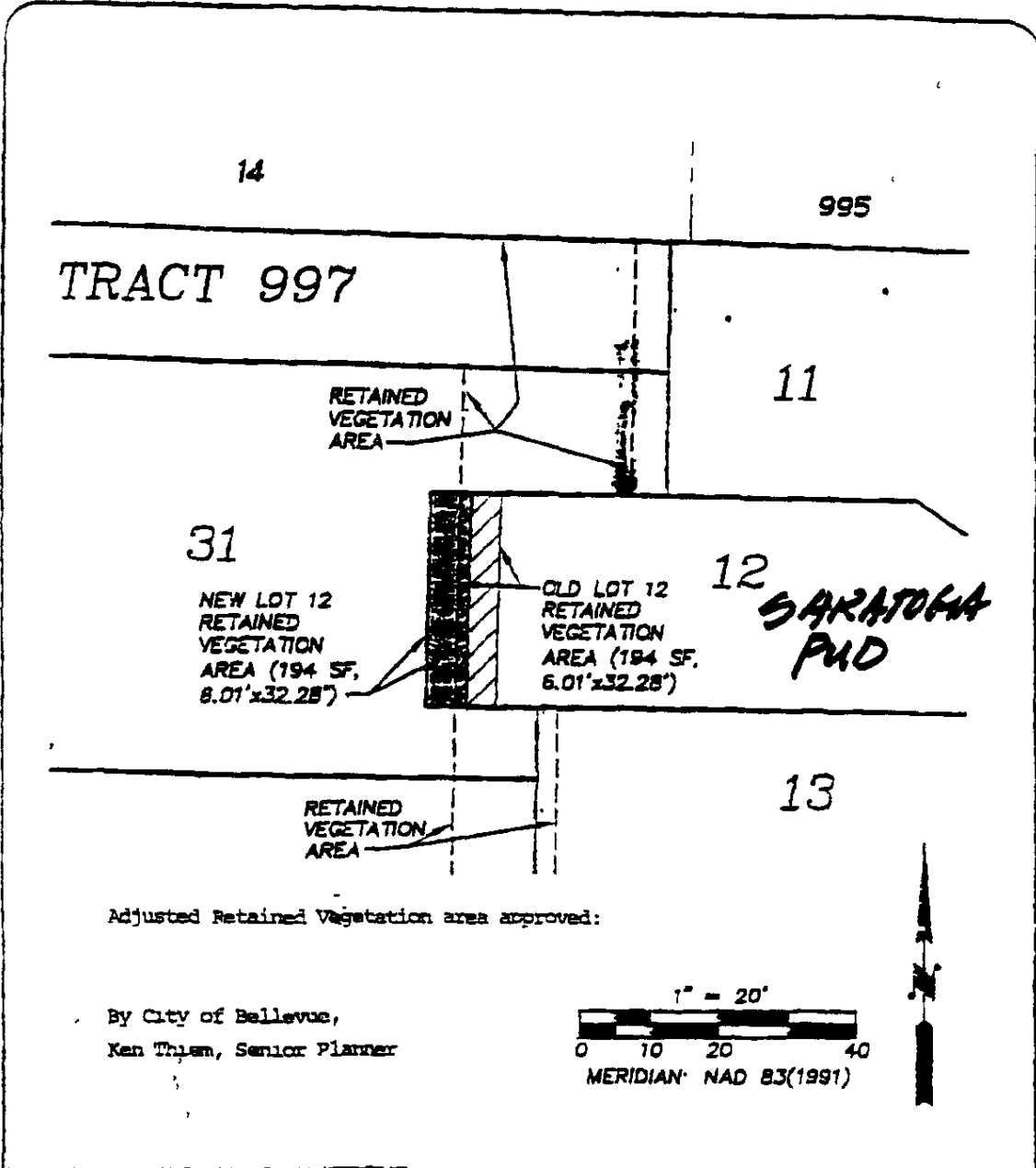


PLAT OF SARATOGA	
PEDESTRIAN EASEMENTS PLAN	
SCALE: 1" = 30'	DATE: 1/27/00
DESIGNED BY: [Redacted]	CHECKED BY: [Redacted]
DRAWN BY: [Redacted]	DATE: 1/27/00
PROJECT: 1 OF 1	FILE: 1000001 030 0003
PROJECT: 1 OF 1	DATE: 1/27/00
PROJECT: 1 OF 1	DATE: 1/27/00

1000001 030 0003

Approved - Kt, Feb 25 2000

2000 030 1000077



<p>HARMSEN & ASSOCIATES INC ENGINEERS - SURVEYORS - PLANNERS</p> <p>17814 - 182ND ST. SE (360)7794-7811 POST OFFICE BOX 516 (206)343-5805 MONROE, WA 98272-0516 (360)7794-9087(FAX)</p>		<p>PLAT OF SARATOGA CITY OF BELLEVUE PLAT</p> <p>LOT 12 RETAINED VEGETATION BOUNDARY REVISION</p>	<p>DWN. BY: ERM CHK. BY: DWR DATE: 2/15/00 JOB # 98-066 P/B # N/A SCALE: 1" = 20'</p>
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Page 2

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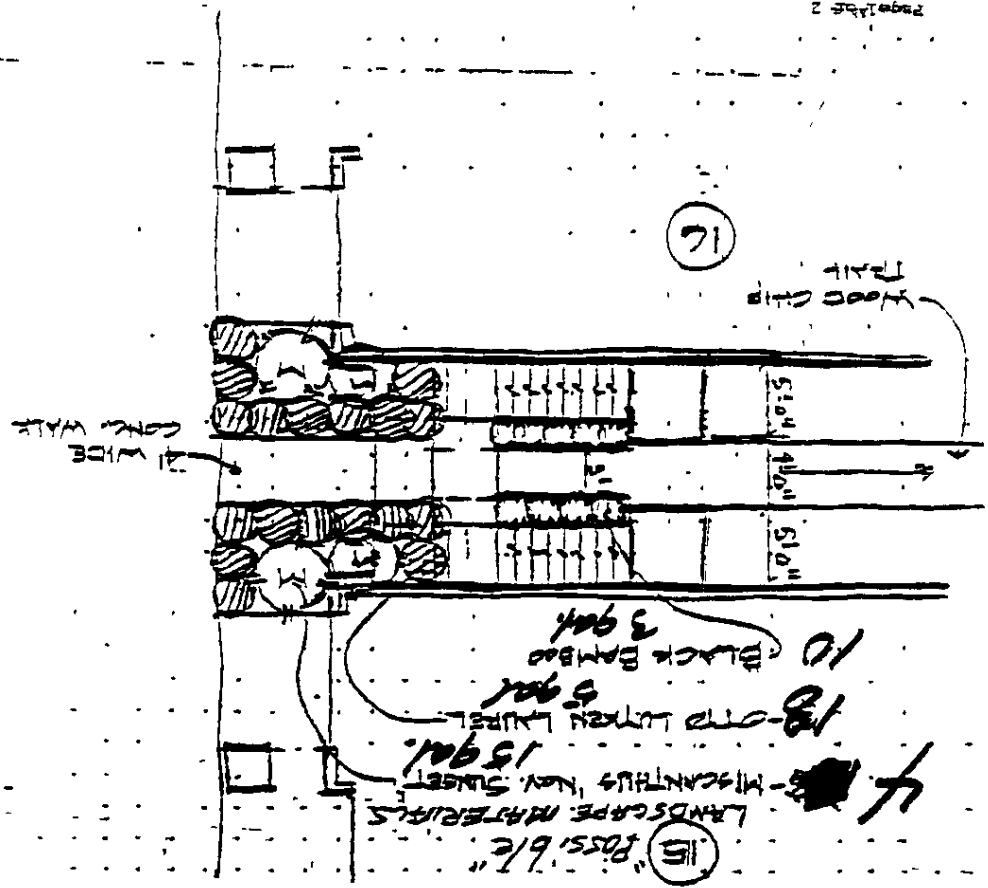
Page 3

ASSOCIATES
AND ARCHITECTS
DESIGN FOR
CARRIAGEWAY
1115 12th St NW
WASHINGTON DC 20004

Ken Taylor, Senior Planner

Approved by City of Baltimore
Northporton of Private Pedestrian easement

Page 2



- 10 Black Bamboo 3 gal
- 13-012 Linden Laurel 5 gal
- 4 Miscanthus 'Nov. Sunset' 15 gal
- 4 Landscape Materials
- 15 "Fossilite"

DATE	_____
PERSON	_____
TITLE	_____
PROJECT NUMBER	_____



Approved - KT Feb 23, 2000

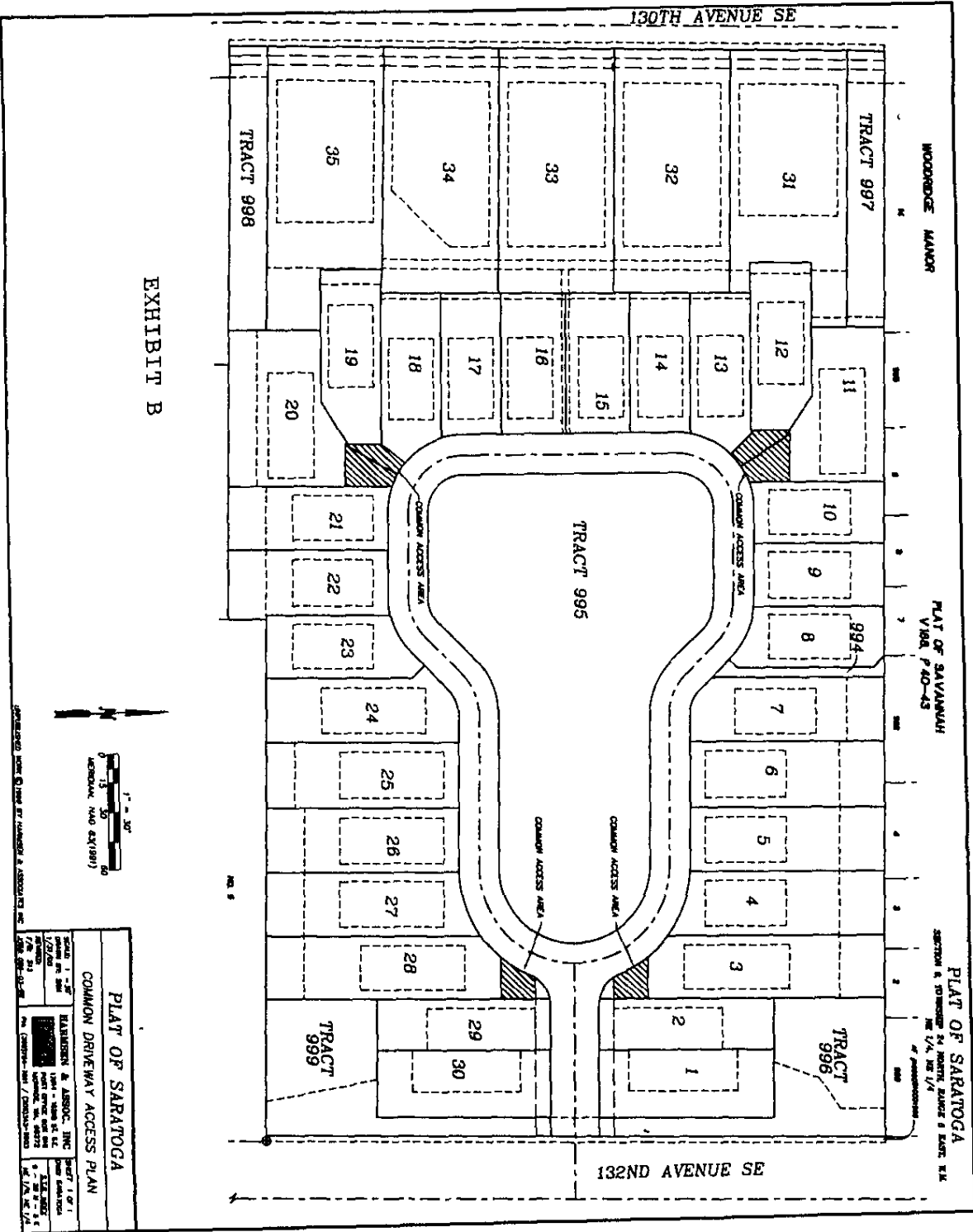
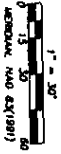


EXHIBIT B



CONVEYED FROM JOHN W. HANSEN & ASSOCIATES, INC.

<p>PLAT OF SARATOGA COMMON DRIVEWAY ACCESS PLAN</p>	
<p>SCALE: 1" = 30'</p>	<p>DATE: 10/15/03</p>
<p>PROJECT: COMMON DRIVEWAY ACCESS PLAN</p>	<p>TRACT: 995</p>
<p>PREPARED BY: JOHN W. HANSEN & ASSOCIATES, INC.</p>	<p>DATE: 10/15/03</p>
<p>APPROVED BY: [Signature]</p>	<p>DATE: 10/15/03</p>

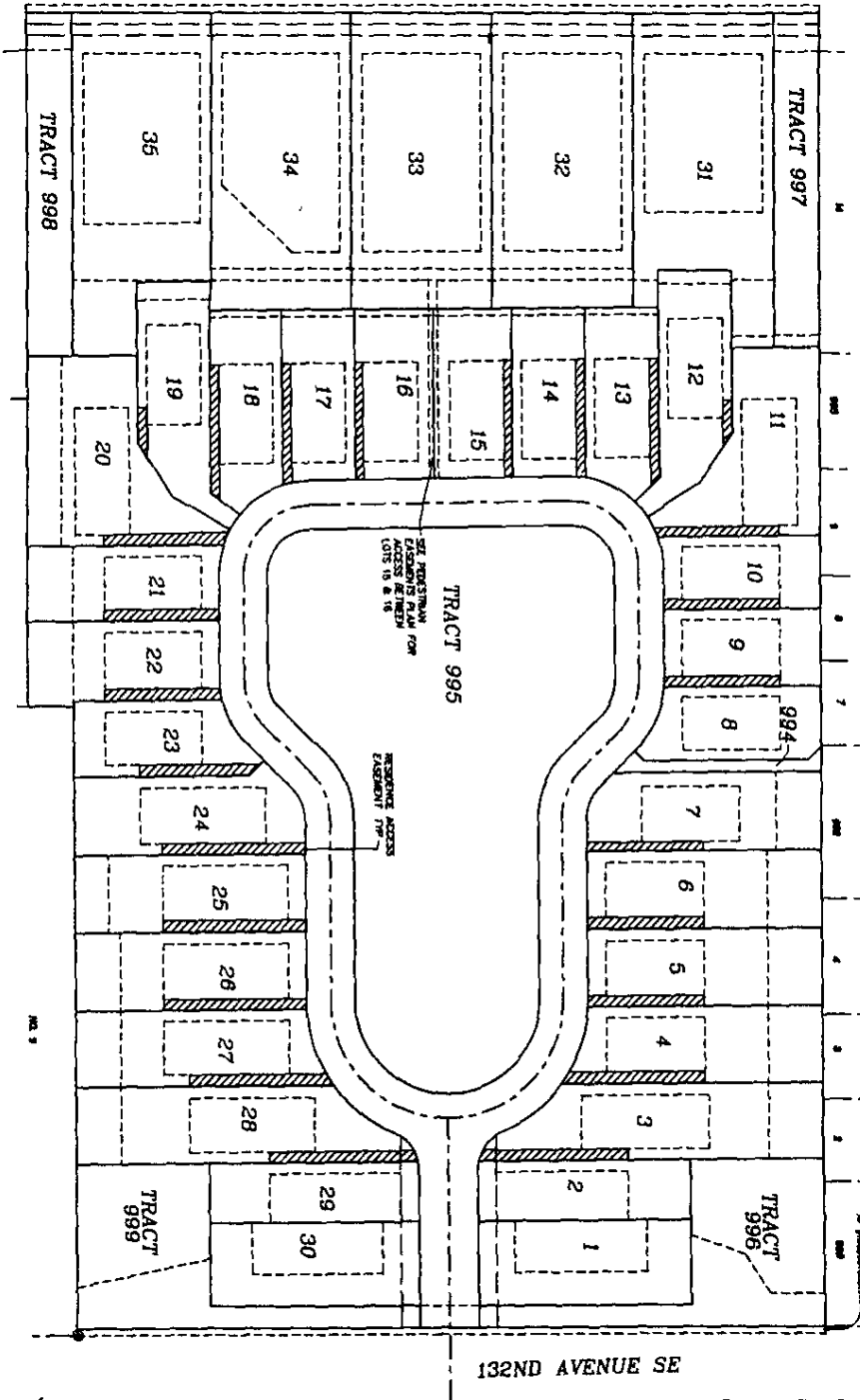
77000001 030 0002

130TH AVENUE SE

WOODRIDGE MANOR

PLAT OF SAVANNAH
V 186 P 40-43

PLAT OF SARATOGA
SECTION 8, TOWNSHIP 84 NORTH, RANGE 8 EAST, R 8 E
NE 1/4, NW 1/4



132ND AVENUE SE

EXHIBIT C

PLAT OF SARATOGA	
RESIDENCE ENTRY EASEMENTS PLAN	
SCALE: 1" = 30'	DATE: 10/1/01
DRAWN BY: [Redacted]	CHECKED BY: [Redacted]
DESIGNED BY: [Redacted]	APPROVED BY: [Redacted]
PROJECT: [Redacted]	CLIENT: [Redacted]
NO. OF SHEETS: 1	SHEET NO.: 1
DATE: 10/1/01	

4700001 030 0332

WHEN RECORDED MAIL TO
Brett N Wiese
Perkins Coie LLP
411 108th Avenue NE, Suite 1800
Bellevue, Washington 98004-5584



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PUBLIC ACOV 24.00
PAGE 001 OF 005
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KING COUNTY, WA

Document Title Amendment to Covenants, Conditions, and Restrictions for Saratoga Homeowners Association
Reference Number(s) of Documents assigned or released None
Grantor Pan-Terra, Inc , a Washington corporation (“Declarant”)
Grantee All owners of real property described in the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association which are recorded under King County Recording No 20000301000077
Legal Description Plat of Saratoga, as recorded under recording number 9912080412 in Volume 192 of plats, pages 46 through 49, in King County, Washington
Assessor’s Property Tax Parcel/Account Numbers All lots subject to the Covenants, Conditions and Restrictions for Saratoga Homeowners Association which are recorded under King County Recording No 20000301000077

AMENDMENT TO COVENANTS, CONDITIONS, AND RESTRICTIONS FOR SARATOGA HOMEOWNERS ASSOCIATION

This Amendment to Covenants, Conditions, and Restrictions for Saratoga Homeowners Association (“Amendment”) is entered into as of November 20, 2002, by PAN-TERRA, INC , a Washington corporation (the “Declarant”)

RECITALS

A Declarant recorded certain Covenants, Conditions, and Restrictions for Saratoga Homeowners Association dated February 29, 2000, and recorded under King County Auditor’s No 20000301000077 (the “CC&R’s”)

B Declarant now desires to amend the CC&R’s in certain material respects pursuant to Article XIV, Section 3 of the CC&R’s

C All capitalized terms in this Amendment shall have the same meaning as set forth in the CC&R’s unless otherwise provided herein

NOW, THEREFORE, Declarant hereby amends the CC&R’s as follows

AMENDMENTS

1 Liberal Construction The provisions of the CC&R’s shall be liberally construed to

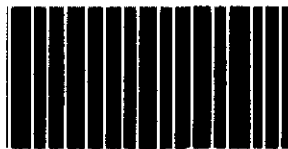
achieve its purpose of creating a uniform plan for the development, operation, maintenance and repair of the Units, Properties and the Common Area, which areas shall be maintained and repaired so that they are in "harmony and conformity" with the other Units and Properties within the Plat

2 Article VII, Section 4 Notwithstanding anything in Article VII, Section 4 of the CC&R's to the contrary, oil and grease accumulations on any driveway or any joint driveway easement is strictly prohibited. All Owners shall take prompt action to remove any such oil and/or grease accumulations and/or stains once such accumulations and/or stains are visible. Owners may use steam cleaners, solvents, and/or chemicals to remove such accumulations and/or stains without Board approval. However, if any driveway or joint driveway easement is in need of repair and requires resurfacing, and such repair and/or resurfacing work is proposed to include any material other than original aggregate concrete, such work shall not commence until the Owner of such damaged property obtains the prior written consent of the Board.

3 Article VIII, Section 8 The second sentence of Article VIII, Section 8 of the CC&R's is hereby deleted in its entirety and replaced with the following:

"Except where expressly permitted or as otherwise approved by the Board for short time periods (up to 4 weeks) for garage remodel, fire repair, or other unforeseen incidents or emergency situations, there shall be no parking on, alongside, or around (i) the circumference of the center landscaped area (Tract 995 as set forth on the Plat), (ii) Common Areas, (iii) fire lane curbs, (iv) sidewalks, or (v) any portion of the outside boundary of the Plat formed by 132nd Ave SE, except (a) in an Owner's garage or driveway (but only if space allows such parking), (b) in areas authorized in writing by Association Action for special occasions, or (c) as otherwise provided within these CC&R's. Unless otherwise authorized in writing by the Board for special circumstances, which shall be determined by the Board on a case-by-case basis, use of the "visitor" parking stalls is reserved exclusively for an Owner's temporary (not to exceed 24 hours within 7 consecutive days) visitors and/or guests and shall not be used by Owner, its tenants, or by any person residing or cohabitating with Owner. Any vehicles that are in violation of this Article shall receive written notice that shall be placed on the windshield of the violating vehicle. If such vehicle is not removed from the "visitor" parking areas within 24 hours after placement of such notice, any Board member may have such vehicle towed at the vehicle owners sole cost and expense. If the same vehicle violates this Article a second (2nd) time, a second (2nd) written notice shall be placed on the windshield of the violating vehicle. If such vehicle is not removed from the "visitor" parking areas within 24 hours after placement of the second (2nd) notice, any Board member may have such vehicle towed at the vehicle owners sole cost and expense. If the same vehicle violates this Article a third (3rd) time or any subsequent time, any Board member may, without further notice of any kind, have such vehicle immediately towed at the vehicle owners sole cost and expense. It is the Owner's responsibility to notify all guests and/or visitors of the above parking rules of the Association.

4 Article IX USE AND REPAIR COVENANTS Article IX of the CC&R's is



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PAGE 002 OF 000
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KING COUNTY, WA

hereby deleted in its entirety and replaced with the following

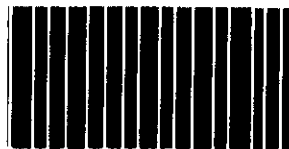
Section 1 No permanent exterior improvements (including without limitation, concrete patios, slabs, walkways, paths, house additions, etc), fences, hedges, barriers, or walls of any kind shall be erected or maintained on any portion of the Unit or Properties (including entryways) unless authorized in writing by the Declarant or the Board. The Board may establish and empower an Architectural Control Committee for the purpose of approving, controlling and enforcing the Maintenance Standards, as such term is defined in Section 3 below

Section 2 Subject to the Board's right to enter upon any Lot and/or Unit to repair and/or correct any Lot and/or Unit deficiencies as set forth below, the maintenance, upkeep and repair of any Lot and/or Unit shall be the sole responsibility of the Owner thereof and in no way shall it be the responsibility of the Board, Association or the Declarant, its agents, subagents, officers or directors. Any action necessary or appropriate to maintain or repair the Common Area shall be taken only by the Board or Declarant. Each Owner shall keep, maintain and repair his/her Lot and/or Unit in compliance with the Maintenance Standards. If an Owner fails to take such action as is necessary to put his/her Lot and/or Unit in compliance with the Maintenance Standards within thirty (30) days after receipt of written notice from the Board or Declarant, the Board or Declarant and its representatives may at any time thereafter, without further notice to such Lot and/or Unit Owner, (i) come onto such Lot and/or Unit and take such action as may be necessary to bring such Lot and/or Unit into compliance with the Maintenance Standards, and (ii) file a lien against the Lot for any and all amounts expended in bringing such Lot and/or Unit into compliance with the Maintenance Standards. The Board and/or Declarant may foreclose on such lien and sell the Lot pursuant to applicable foreclosure laws if the Owner does not pay the Board or Declarant the costs for such maintenance and/or repair within thirty (30) days after receipt of written invoice.

Section 3 The exterior of all Lots and Units and all landscaping thereon shall be kept and maintained in a safe, sanitary, and clean condition, and in compliance with the following minimum maintenance and repair standards ("Maintenance Standards") in order to enhance and protect the value, desirability, and attractiveness of all Lots and Units set forth on the Plat

Weeds: All portions of the Lot exteriors shall be maintained free from all Weeds (as defined below) that are in excess of ten inches (10") in height. Weeds shall be defined as all undesired, uncultivated plants that are generally regarded as useless and/or harmful, or which appear to be useless and/or harmful as reasonably determined by the Board, other than fir, cedar, and deciduous trees, or shrubs which are intentionally planted for landscaping purposes.

Rodent harborage All Lots shall be kept free from rodent infestation. Where rodents are found, they shall be promptly exterminated by approved processes that



20021205001434

PUBLIC ACOV 24.00
PAGE 003 OF 006
12/05/2002 12:38
KING COUNTY, WA

will not be injurious to human health After extermination, proper precautions shall be taken to eliminate and prevent rodent harborage and infestation

Motor vehicles/Boats/Equipment: No motor vehicle, engine, boat, watercraft, snowmobile, trailer, tires, pick-up truck camper top, or parts related to any of the foregoing, shall be parked, kept, or stored on any Lot except in enclosed garages or are stored out of sight

Dead vegetation and flowers: All dead vegetation and unused planting containers shall be removed from the exterior of all Lots and stored out of sight

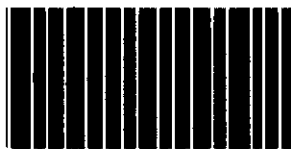
Wall materials/Walls: The use of loose bricks, cinderblocks, or other building materials are strictly prohibited without the prior written consent of the Board No side walls, screening devices, or exterior wall modifications shall be permitted on any Lot and/or Unit

Statues, fixtures and ornaments: Except for small statues, fixtures and ornaments which are (i) less than 3' in height, (ii) non-permanent, and (iii) out of sight from the street in front of any Unit, all statues, fixtures, ornaments and other non- vegetative additions to any Lot and/or Unit shall require prior written approval of the Board

House Paint/Stain or Protective treatment: All exterior surfaces of any Unit on any Lot, including but not limited to siding, painted and/or stained exterior surfaces, balconies, awnings, railing, decks, and fences shall be repainted, stained, maintained, repaired, and replaced (if deemed necessary by the Board)so that such areas remain in good condition If such areas or items need to be replaced, Owner shall, at its sole cost and expense, replace such worn item with the same original item that was installed on such Unit or Properties If the same original item is no longer available, Owner shall obtain a replacement item that is as close as reasonably possible to the color/type/size of the original item If such Units or portions thereof need to be repainted or stained, Owner shall repaint and/or stain such Unit or portion thereof in the same original color, unless Owner obtains the Board's prior written consent to repaint or stain in another color Peeling, flaking, chipping, rusting, dirt, mold and mildew shall be promptly eliminated and such surfaces shall be promptly cleaned, repainted, or restained

Damage to Units: Any and all damage to any and all Units on any Lot, as reasonably determined by the Board, shall be repaired promptly by the Owner or occupant

Water hoses Water hoses shall be stored out of the public view Outside storage of water hoses is permitted if (1) the color of the hose and hose holder blend in with the exterior color of the Unit (as reasonably determined by the Board), and



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PUBLIC ACOV 24.00
PAGE 004 OF 008
12/05/2002 12:38
KING COUNTY, WA

(ii) done in a neat manner that does not degrade the attractiveness of the Lot and/or Unit

Garbage containers: Trash containers shall be stored inside the Units or behind the Units (but out of sight) at all times unless it is the night prior to trash pickup. All such containers shall be removed from the exterior of the Lot and stored inside or behind the Units (but out of sight) the same day as the trash is picked up by the trash pick-up company.

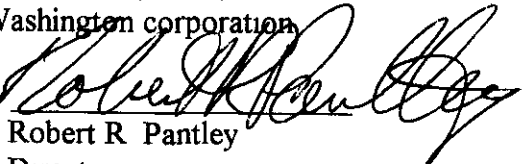
Nuisances: No portion of any Lot which is visible by the public shall be used as a storage facility or a dumpsite for personal property. Trash, appliances which are not being used for the purpose they were intended for, furniture which is not intended for outdoor use, debris, metal carts, shopping carts, scrap lumber, cardboard boxes, and any other personal property which is not commonly kept or stored outside by owners of homes in first-class neighborhoods is strictly prohibited.

5 Remaining Terms. All other terms and conditions of the CC&R's shall remain in full force and effect.

IN WITNESS THEREOF, Declarant has executed this Amendment as of the date set forth above.

DECLARANT

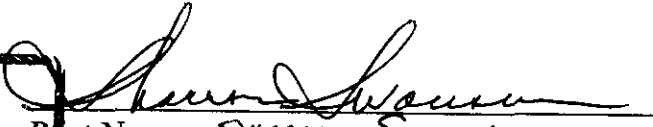
PAN-TERRA, INC.,
a Washington corporation

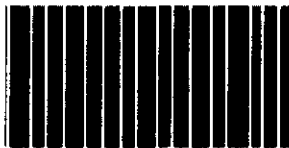
By 
Robert R. Pantley
Director


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KING COUNTY, WA

STATE OF WASHINGTON)
) ss
COUNTY OF KING)

On this 20th day of November, 2002, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared ROBERT R PANTLEY, to me known to be the person who signed as DIRECTOR of PAN-TERRA, INC , the corporation that executed the within and foregoing instrument, and acknowledged 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 he was duly elected, qualified and acting as said officer of the corporation, and that he was authorized to execute said instrument
IN WITNESS WHEREOF I have hereunto set my hand and official seal the day and year first above written

<p>Notary Public State of Washington SHARRON SWANSON MY COMMISSION EXPIRES SEPTEMBER 28, 2005</p>	<p> Print Name <u>SHARRON SWANSON</u> Notary Public in and for the State of Washington, residing at <u>Woodinville</u> My commission expires <u>9/28/05</u></p>
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PAGE 000 OF 000
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KING COUNTY, WA

After Recording Return to:
Saratoga of Bellevue Homeowners Association
Attn: Diane Gasal
2415 132nd Avenue SE
Bellevue, Washington 98005



20070308001750

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PAGE 001 OF 031
03/08/2007 13:54
KING COUNTY, WA

AMENDMENT NO. 2 TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SARATOGA HOMEOWNERS ASSOCIATION

31
\$63

Grantor/Declarant: Saratoga of Bellevue Homeowner's Association, a Washington corporation.
Grantee: All owners of Lots in the Plat of Saratoga, per recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington
Legal Description: All Lots in the Plat of Saratoga, per recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington
Assessor's Tax Parcel ID#: 756000-0010 - 756000-0350
Reference # (if applicable): 20000301000077; 20021205001434

FILED BY CHICAGO TITLE INSURANCE CO.

REF.# W.07-7029-18

AMENDMENT NO. 2
TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SARATOGA HOMEOWNERS ASSOCIATION

This Amendment No. 2 to the Covenants, Conditions and Restrictions for Saratoga Homeowners Association is made as of this ____ day of March, 2007, by the Saratoga of Bellevue Homeowner's Association, a Washington corporation.

A. Pan-Terra, Inc., a Washington corporation, recorded the Plat of Saratoga under King County Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49 ("Saratoga") and Covenants, Conditions, and Restrictions for Saratoga Homeowners Association affecting all lots in Saratoga under King County Recording No. 20000301000077 and Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

B. Saratoga of Bellevue Homeowner's Association, a Washington corporation (the "Association"), is the homeowners association for Saratoga and the CCRs.

C. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga.

D. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

As evidenced by the consents attached hereto, the undersigned president certifies that the owners of 80% of the lots in Saratoga, including the owners of Lots 31-35, have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 6th day of March, 2007.

SARATOGA OF BELLEVUE HOMEOWNER'S ASSOCIATION, a Washington corporation

By Diane Gasal
Its President

STATE OF WASHINGTON)
) ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Diane Gasal is the person who appeared before me, and she acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the President of Saratoga of Bellevue Homeowner's Association, a Washington corporation, to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 6th day of March, 2007.



Heather R Cannon
(Signature of Notary)

Heather R. Cannon
(Legibly Print or Stamp Name of Notary)

Notary public in and for the State of Washington,
residing at Belleuve, WA

My appointment expires November 28, 2010

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 28 day of February 2007.

Carol H. Stephenson
Lot Owner Signature

Carol H. Stephenson
Lot Owner Name (print)

Lot No(s). 2

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 21 day of Feb., 2007.

David Hallock Melinda Hewes
Lot Owner Signature

DAVID HALLOCK
Lot Owner Name (print)

Lot No(s). 4

MELINDA HEWES

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 20 day of February, 2007.



Lot Owner Signature

Michael Keller

Lot Owner Name (print)

Lot No(s). 5

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 25 day of Feb., 2007.

Linda Hall Wylie
Lot Owner Signature

Linda Hall Wylie
Lot Owner Name (print)

Lot No(s). 7

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 22 day of February, 2007.

Jaime A.

Lot Owner Signature

Joanie Chang

Lot Owner Name (print)

Lot No(s). 8

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 18 day of FEBRUARY, 2007.

R. W. Huntton II
Lot Owner Signature

RICHARD W. HUNTON II
Lot Owner Name (print)

Lot No(s). 9

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.


2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this _____ day of _____, 2007.



Lot Owner Signature
Cai Ling Guen

Lot Owner Name (print)

Lot No(s). 10

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.


2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 28 day of February, 2007.



Lot Owner Signature
Gene Tsekhauskii

Lot Owner Name (print)

Lot No(s). 12

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

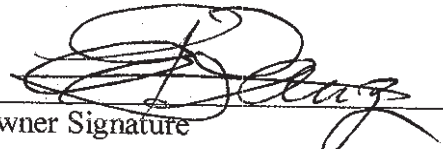
2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 26th day of February, 2007.



Lot Owner Signature

E. B. [unclear]

Lot Owner Name (print)

Lot No(s). 13

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

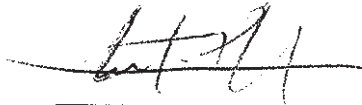
2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 28 day of Feb, 2007.



Lot Owner Signature

Winston Porter

Lot Owner Name (print)

Lot No(s). 14

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this _____ day of _____, 2007.

Shou Ping MA
Lot Owner Signature

Shou Ping MA
Lot Owner Name (print)

Lot No(s). 15

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 28th day of February, 2007.



Lot Owner Signature

None David Dova

Lot Owner Name (print)

Lot No(s). 16

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 28th day of February, 2007.

Diane Gasal
Lot Owner Signature

Diane Gasal
Lot Owner Name (print)

Lot No(s). 17

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 28th day of February, 2007.



Lot Owner Signature

Ken Tan

Lot Owner Name (print)

Lot No(s). 18

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 17th day of Feb, 2007.



Lot Owner Signature

P. Weiden

Lot Owner Name (print)

Lot No(s). 20

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

The undersigned owner of a lot or lots in the Plat of Saratoga, per plat recorded under Recording No. 9912080412 in Volume 192 of Plats, pages 46 through 49, in King County, Washington ("Saratoga"), hereby consents to the following amendment to the Covenants, Conditions, and Restrictions for Saratoga Homeowners Association recorded under King County Recording No. 20000301000077, as amended by Amendment No. 1 thereto under King County Recording No. 20021205001434 (the "CCRs").

A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.


2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 24 day of Feb., 2007.



Lot Owner Signature

CHIU WEI, VICKY LIAD

Lot Owner Name (print)

Lot No(s). 21

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 17 day of February, 2007.

Harley Chen
Lot Owner Signature

HARLEY CHEN
Lot Owner Name (print)

Lot No(s). 22

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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A. Because of their location, Lots 31, 32, 33, 34, and 35 of Saratoga (collectively "Lots 31-35") do not have convenient access to or use of most of the common areas of Saratoga. The owners of Lots 31-35 have objected to paying assessments to the Association because they do not benefit from membership in the Association to the same extent as the other lot owners in Saratoga.

C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 1st day of March, 2007.

F. Behnia
Lot Owner Signature

FATEMEH BEHNIA
Lot Owner Name (print)

23

Lot No(s). 2441

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 28th day of February, 2007.



Lot Owner Signature

GEORGE F. DICARLO

Lot Owner Name (print)

Lot No(s). 24

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:

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3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 28 day of Feb., 2007.



Lot Owner Signature

CHANGZHOU WANG

Lot Owner Name (print)

Lot No(s). 25

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:


1. The Owners of Lots 31-35 are exempt from the work party obligations of Lot Owners provided in Section 10.5 of the CCRs.

2. Section 10.14 is amended to read as follows:
Lots 1, 2, 29 and 30 will be assessed at 80% of the standard assessment, Lots 31, 32, 33, 34, and 35 will be assessed at 5% of the standard assessment, and the balance of the Lots will be assessed at 100% of the standard assessment.

3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 16th day of February, 2007.



Lot Owner Signature
Peter Kung

Lot Owner Name (print)

Lot No(s) 27

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

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3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 19 day of February 2007.



Lot Owner Signature

Tatiana Agamalyan

Lot Owner Name (print)

Lot No(s). 28

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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C. The Board of the Association and the owners of Lots 31-35 have agreed to the following amendments to the CCRs:

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3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 1 day of March, 2007.

Sandra Dalquist
Lot Owner Signature

Sandra Dalquist
Lot Owner Name (print)

Lot No(s). 29
2489

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 16 day of Feb, 2007.

Shane Sullivan
Lot Owner Signature

Shane Sullivan
Lot Owner Name (print)

Lot No(s). 31

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 20 day of February, 2007.



Lot Owner Signature)

Melanie Pang

Lot Owner Name (print)

Lot No(s). 32

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 19 day of February, 2007.

Luciano Hunziker

Lot Owner Signature

LUCIANO HUNZIKER

Lot Owner Name (print)

Lot No(s). 33

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 22nd day of February, 2007.


Lot Owner Signature

Edwin Lee
Lot Owner Name (print)

Lot No(s). 34

PO Box 5713
Bellevue WA 98006

CONSENT TO AMENDMENT TO
COVENANTS, CONDITIONS AND RESTRICTIONS
FOR SARATOGA HOMEOWNERS ASSOCIATION

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3. Any assessments due to the Association by the Owners of Lots 31-35 prior to 2007 is forgiven.

4. Except as amended hereby, all other provisions of the CCRs shall remain in full force and effect.

Dated this 21 day of Feb., 2007.



Lot Owner Signature

Trina T. Nguyen

Lot Owner Name (print)

Lot No(s). 35