

AFTER RECORDING RETURN TO:

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09/29/2010 13:02
KING COUNTY, WA

**EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS OF MONTREUX**

Grantor: MONTREUX HOMEOWNER ASSOCIATION, a Washington non-profit corporation

Grantee: PLAT OF MONTREUX

Abbreviated

Legal Description: LOTS 1 - 92, PLAT OF MONTREUX DIVISION 1, 9102260180;
LOTS 1 - 113, PLAT OF MONTREUX DIVISION 2, 9302011215;
LOTS 1 - 24, PLAT OF MONTREUX DIVISION 3, 9309291191; AND
LOTS 1 - 13, PLAT OF MONTREUX DIVISION 4, 9312152112.

Tax Parcel IDs: 5608000010 through 5608000920,
5608010010 through 5608011130,
5608030010 through 5608030240, and
5608040010 through 5608040130.

Reference # (if applicable): 9106210262, 9302241791.

DEPARTMENT OF ASSESSMENTS
Examined and approved this 29th day of
Sept, 2010

[Signature]
Assessor

[Signature]
Deputy Assessor

**EIGHTH AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND
EASEMENTS OF MONTREUX**

THIS EIGHTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS OF MONTREUX is made by the Owners in Montreux.

The Declaration of Covenants, Conditions, Restrictions, and Easements of Montreux was recorded on June 21, 1991 under King County Recording No. 9106210262 (the "Covenants") and has been amended seven (7) times bearing King County Recording Nos. 9212112069, 9302021632, 9302241791, 9312172692, 9404081834, 9408091254, and 9502140863.

Recitals

The Owners have experienced a need to allow additional types of roofing materials in Montreux and now desire to amend the Covenants to permit the Architectural Control Committee to approve additional roofing materials.

Section 14.3 of the Covenants permits the Owners to amend the Covenants by an instrument signed by not less than a majority of the Owners of all Lots.

The Board submitted this Amendment to the Owners for their consideration. Not less than a majority of the Owners have signed an instrument ("Agreement") agreeing to the Amendment set out below.

As authorized by the Agreement, which is incorporated by this reference as though fully set forth herein, the President and Secretary of the Montreux Homeowner Association ("the Association") execute this Amendment and attach to it pages bearing signatures of not less than a majority of the Owners of all Lots.

NOW, THEREFORE, the President and Secretary certify the Covenants to have been amended such that Section 5.2.5 is deleted in its entirety and replaced with the following:

Amendment

5.2.5 Roofs; Chimneys; Siding; and Other Design/Quality Requirements.

Roofing materials shall consist of one of the following types of roofing materials: (i) Cedar shake or shingle; (ii) Clay tile (provided, however, that Spanish tile is prohibited); or (iii) man-made composite shingles or tiles (including asphalt, cement, and stone coated steel) that has been approved by the Architectural Control Committee prior to installation. Composite shakes or tiles must meet or exceed all of the following requirements:

- a) Fire rating: UL Class A
- b) Wind rating: Class F, 110 mile warranty
- c) Expected lifespan: 50 year warranty

- d) Thickness of the bottom exposed edge of a shingle, shake, or tile: no less than ¼ inch on average; and
- e) Three layer construction or minimum weight of 465 pounds per 100 square feet (asphalt composites only)

The Architectural Control Committee may require that in highly visible locations chimneys be finished with masonry or stucco material, and in such locations chimneys finished with wood material will be discouraged. If wood siding is used in construction, such siding should be of a clear grade on the street sides. The Architectural Control Committee will encourage residence designs that promote diversity, and similar front elevations will be discouraged for adjacent Lots. All residences and other Improvements (including landscaping) should be finished to an appropriate standard of quality commensurate with the neighborhood.

5.2.5.1 Application Procedures. Information submitted by an owner, pursuant to Sections 5.2.2 and 8.6.1 of the Declaration, applying for Architectural Control Committee approval of any proposed roofing or re-roofing of a structure shall include, without limitation, the following:

- a) A color photograph(in a print or digital format) showing all of the homeowner's house from the front street elevation;
- b) Product brochure and specification sheet;
- c) A picture of an existing installation of the product in the color selected;
- d) The address of the nearest known property with the desired product installed in the color selected; and
- e) A sample panel of the material demonstrating how the product will look with three or more tiles/shingles installed on the panel.

5.2.5.2 Review Criteria All non-cedar shake roofing materials shall be brown or gray, consistent with examples approved by the Architectural Control Committee. In reviewing an application, the Architectural Control Committee shall consider, without limitation whether the roofing material is (i) compatible with roofs on surrounding homes within Montreux, and (ii) consistent with the architecture of the home for which application is being made. The standards and procedures here established are intended as a means of preserving the overall aesthetics of homes within Montreux. The Association, the Architectural Control Committee and any persons serving on the Board of Association or on the Architectural Control Committee are not responsible for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality value, or size of similar design.

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

Dated this 10 day of September, 2010.

MONTREUX HOMEOWNER ASSOCIATION

By: [Signature]
Print Name: Peter Roppo
Its: President

ATTEST: The above amendment was properly adopted.

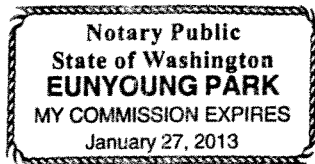
By: [Signature]
Print Name: Susan Gardner
Its: Secretary

STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Susan Gardner is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as an officer of Montreux Homeowner Association and as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 10 day of September, 2010.

[Signature]
Notary Public in and for the State of Washington.
My Appointment expires 1/27/2013
Print/type name Eunyoung Park

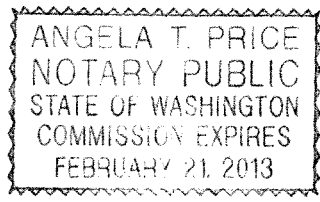


STATE OF WASHINGTON)
)ss.
COUNTY OF KING)

I certify that I know or have satisfactory evidence that Peter Roppo is the person who appeared before me, and said person acknowledged that said person signed this instrument, on oath stated that he/she was authorized to execute the instrument and acknowledged it as an officer of Montreux Homeowner Association and as the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 14 day of September 2010.

Angela Price
Notary Public in and for the State of Washington.
My Appointment expires 2/21/13
Print/type name Angela Price



AGREEMENT TO AMEND COVENANTS

This Agreement to Amend Covenants (“the Agreement”) is entered into by and between the Owners in Montreux as of the date set forth below.

RECITALS

1. I / We, the undersigned Owner(s) in Montreux, are subject to A DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS FOR MONTREUX that was recorded on June 21, 1991 under recording number 9106210262 in the records of King County, Washington, and to all previous amendments to that Declaration (the “Covenants”). The Covenants provide for amendment by an instrument signed by not less than a majority of the Owners of all Lots and require an amendment to be recorded.

2. The undersigned Owners, in their capacities as owners of affected properties and as members of the Montreux Homeowner Association, desire to amend the Covenants and therefore sign this Agreement as an instrument by which to comply with the amending provisions of the Covenants, with the intent of approving the Eighth Amendment to Declaration of Covenants, Conditions, Restrictions and Easements (“the Amendment”) which is attached to this Agreement.

NOW, THEREFORE, I / We acknowledge, agree and consent as follows:

1. That the Amendment attached as Exhibit A to this Agreement be and hereby is incorporated herein by this reference as though fully set forth herein;
2. That the Amendment attached hereto as Exhibit A is approved by the undersigned in its entirety as written;
3. That this Agreement may be executed in identical counterparts and when so executed shall be as valid as if all signatures appeared on one document;
4. That a true and accurate photocopy of this Agreement shall have the same legal force and effect as the original hereof;

5. That each person executing this Agreement represents and warrants that, at the time of execution, said person is owner of an interest in the property identified next to said person's signature below and is a member of the Montreux Homeowner Association (the "Association");

6. That the President and Secretary of the Association are hereby expressly authorized and instructed, for purposes of recording the Amendment, to reverse the order of the Agreement and the Amendment, such that the Amendment becomes the instrument to be recorded in the records of King County and this executed Agreement is affixed as an exhibit to the Amendment and, as such, is placed of record for purpose of complying with the amending provision of Covenants.

7. That this Agreement is void if the Amendment is not recorded before June 30, 2011.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

Dated 7/27/, 2010

M. Ahmadi
Signature of Owner

Owner name (Print)

MAHMOUD AHMADI

Signature of Owner

Owner name (Print)

Address 18103 NW Montreux Dr. Issaquah WA
98027

This section to be completed by the Secretary for record keeping purposes:

Division _____, Lot _____