

8910130248

Filed by Chicago Title Insurance Co.
Ref. # W 6668-11

When Recorded Return to:
JAMES C. MIDDLEBROOKS
3800 Columbia Seafirst Center
701 Fifth Avenue
Seattle, Washington 98104
(206) 624-7272

BY THE DEPARTMENT OF REVENUE
KING COUNTY

RECEIVED THIS DAY

Oct 13 9 11 AM '89
891013 #0248 D
RECD F 7.00
REC FEE 2.00
CRSHSL *****9.00
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SECOND AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SUMMERWIND

King County, Washington

Pursuant to the provisions of the Declaration of Covenants, Conditions and Restrictions of Summerwind recorded under King County Recording No. 8702100916, said Declaration is amended in the following respects:

1. Exhibit A to said Declaration is amended by adding thereto the legal description for Summerwind Division No. 3 more particularly set forth in the Exhibit A attached hereto and incorporated herein by reference.

2. Exhibit B to said Declaration is hereby amended by being deemed to include the Plat of Summerwind Division No. 3 recorded August 23, 1989, at Volume 147 of Plats, pages 68 - 81, King County Auditor's File No. 8908230446.

3. Declarant hereby declares that Lot 10 and Tracts A and B (as shown and described on the aforementioned Plat of Summerwind Division No. 3) are Common Areas as defined in Section 1.5.3 of the aforementioned Declaration and hereby conveys said tracts to the Summerwind Homeowners' Association, being the association of Lot Owners provided for in the Declaration.

4. A new Section 7.1.9 is added to the said Declaration which reads as follows:

7.1.9 The ACC shall have the right to require, at a Lot Owner's expense, the trimming or topping (or, if deemed necessary by the ACC, removal) of any tree, hedge or shrub on a Lot which the ACC determines is unreasonably blocking or interfering with the view or access to sunlight of another Lot. Notwithstanding the foregoing, the removal of major tree groupings in

EXHIBIT A

DESCRIPTION

This plat of Summerwind Div. No. 3 embraces that portion of the NW 1/4 of the SE 1/4 of Section 3, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

BEGINNING at the Southwest corner of N.E. 20th Street, as dedicated in the plat of Summerwind Div. No. 2, according to the plat thereof recorded in Volume 140 of Plats, Pages 44 through 49, Records of said County; thence S 87°26'08" E along the North line of said subdivision and the South boundary of said plat 561.01 feet to the East line of said subdivision; thence S 1°24'49" W along said East line 500.00 feet; thence N 88°35'11" W 206.07 feet to intersect the arc of a curve at a point from which the center lies N 87°46'06" E 375.00 feet distant; thence Northerly along said curve to the right through a central angle of 11°51'46" an arc distance of 77.64 feet; thence N 80°22'08" W 50.00 feet to intersect the arc of a curve at a point from which the center lies S 80°22'08" E 425.00 feet distant; thence Northerly along said curve to the right through a central angle of 2°54'46" an arc distance of 21.61 feet; thence N 81°55'54" W 115.43 feet; thence S 3°40'00" W 125.00 feet; thence S 65°00'00" W 161.00 feet; thence N 57°00'00" W 190.00 feet; thence S 71°30'00" W 37.00 feet; thence N 37°10'00" W 267.00 feet; thence N 45°20'00" E 185.00 feet; thence N 81°40'00" E 172.00 feet; thence N 10°40'37" E 101.85 feet; thence N 2°33'52" E 30.00 feet to the POINT OF BEGINNING.

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Summerwind Division 3
R-2785
8809213

EXHIBIT "A"

This plat of SUMMERWIND DIVISION NO. 3 embraces that portion of the Northwest quarter of the Southeast quarter of Section 3, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Beginning at the Southwest corner of Northeast 20th Street, as dedicated in the plat of Summerwind Division No. 2, according to the plat thereof recorded in Volume 140 of Plats, pages 44 through 49, inclusive, in King County, Washington;
thence South $87^{\circ}26'08''$ East along the North line of said subdivision and the South boundary of said plat 561.01 feet to the East line of said subdivision;
thence South $1^{\circ}24'49''$ West along said East line 500.00 feet;
thence North $88^{\circ}35'11''$ West 206.07 feet to intersect the arc of a curve at a point from which the center lies North $87^{\circ}46'06''$ East 375.00 feet distant;
thence Northerly along said curve to the right through a central angle of $11^{\circ}51'46''$ an arc distance of 77.64 feet;
thence North $80^{\circ}22'08''$ West 50.00 feet to intersect the arc of a curve at a point from which the center lies South $80^{\circ}22'08''$ East 425.00 feet distant;
thence Northerly along said curve to the right through a central angle of $2^{\circ}54'46''$ an arc distance of 21.61 feet;
thence North $81^{\circ}55'54''$ West 115.43 feet;
thence South $3^{\circ}40'00''$ West 125.00 feet;
thence South $65^{\circ}00'00''$ West 161.00 feet;
thence North $57^{\circ}00'00''$ West 190.00 feet;
thence South $71^{\circ}30'00''$ West 37.00 feet;
thence North $37^{\circ}10'00''$ West 267.00 feet;
thence North $45^{\circ}20'00''$ East 185.00 feet;
thence North $81^{\circ}40'00''$ East 172.00 feet;
thence North $10^{\circ}40'37''$ East 101.85 feet;
thence North $2^{\circ}33'52''$ East 30.00 feet to the TRUE POINT OF BEGINNING.

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RECEIVED
MAY 20 10 27 AM '88
BY THE ENGINEER OF
SURVEYING AND
MAPPING DIVISION
KING COUNTY

RECEIVED THIS DAY

ORIGINAL

**PUGET
POWER**

EASEMENT FOR UNDERGROUND ELECTRIC SYSTEM

For and in consideration of One Dollar (\$1.00) and other valuable consideration, the receipt of which is hereby acknowledged,

See Attached Exhibit "A"

["Grantor" herein], grants, conveys and warrants to PUGET SOUND POWER & LIGHT COMPANY, a Washington corporation ["Grantee" herein], for the purposes hereinafter set forth a perpetual easement under, across and over the following described real property (the "Property" herein) King County, Washington.

That portion of the East half of Section 3, Township 23 North, Range 5 East, W.M., in King County, Washington, described as follows:

Tracts C, D AND E, SUMMERWIND DIVISION NO. 3, according to the Plat recorded in Volume 147 of Plats, pages 68 through 81, inclusive, in King County, Washington.

(Also known as the Proposed Plat of SUMMERWIND DIVISION 4)

8912040684

By [Signature], Deputy
ATTENTION: JANET OLSEN

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

~~A Right-of-Way 10 feet in width, leaving 10 feet of such width on each side of a center line described as follows:~~

Easement No. 1: All street and road Rights-of-Way as now or hereafter designed, platted, dedicated, and/or constructed within the above described Property. (When said streets and roads are dedicated to the public, this clause to become null and void).

Easement No. 2: A strip of land ten (10) feet in width, located within said property lying parallel with and adjoining all public and private street and road Rights-of-Way.

1. Purpose. Grantee shall have the right to construct, operate, maintain, repair, replace and enlarge an underground electric transmission and/or distribution system upon and under the Right-of-Way together with all necessary or convenient appurtenances therefor, which may include but are not limited to the following: underground conduits, cables, communication lines; vaults, manholes, switches, and transformers; and semi-buried or ground mounted facilities. Following the initial construction of its facilities, Grantee may from time to time construct such additional facilities as it may require.

2. Access. Grantee shall have the right of access to the Right-of-Way over and across the Property to enable Grantee to exercise its rights hereunder, provided, that Grantee shall compensate Grantor for any damage to the Property caused by the exercise of said right of access.

3. Obstructions; Landscaping. Grantee may from time to time remove trees, bushes, or other obstructions within the Right-of-Way and may level and grade the Right-of-Way to the extent reasonably necessary to carry out the purposes set forth in paragraph 1 hereof, provided, that following any such work, Grantee shall, to the extent reasonably practicable, restore the Right-of-Way to the condition it was immediately prior to such work. Following the installation of Grantee's underground facilities, Grantor may undertake any ordinary improvements to the landscaping of the Right-of-Way, provided that no trees or other plants shall be placed thereon which would be unreasonably expensive or impractical for Grantee to remove and restore.

4. Grantor's Use of Right-of-Way. Grantor reserves the right to use the Right-of-Way for any purpose not inconsistent with the rights herein granted, provided: that Grantor shall not construct or maintain any building or other structure on the Right-of-Way which would interfere with the exercise of the rights herein granted; that no digging, tunneling or other form of construction activity shall be done on the Property which would disturb the compaction or unearth Grantee's facilities on the Right-of-Way, or endanger the lateral support to said facilities; and that no blasting shall be done within 15 feet of the Right-of-Way.

5. Indemnity. By accepting and recording this easement, Grantee agrees to indemnify and hold harmless Grantor from any and all claims for injuries and/or damages suffered by any person which may be caused by the Grantee's exercise of the rights herein granted; provided, that Grantee shall not be responsible to Grantor for any injuries and/or damages to any person caused by acts or omissions of Grantor.

6. Abandonment. The rights herein granted shall continue until such time as Grantee ceases to use the Right-of-Way for a period of five (5) successive years, in which event this easement shall terminate and all rights hereunder shall revert to Grantor, provided that no abandonment shall be deemed to have occurred by reason of Grantee's failure to initially install its facilities on the Right-of-Way within any period of time from the date hereof.

7. Successors and Assigns. The rights and obligations of the parties shall inure to the benefit of and be binding upon their respective successors and assigns.

