

WHEREAS, Benchmark, Inc., a Washington corporation, as successor in interest from Union Service Corporation through merger, as Declarant, filed a "DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS" affecting certain real property described as:

"Sunrise NO. I, as recorded in Volume 118 of Plats, pages 66 through 68 records of King County, Washington, except Tract A and Tract X thereof,"

which Declaration was recorded November 9, 1981 under King County recording No. 8111090329 and amended by First Amendment recorded March 4, 1982 under King County Recording No. 8203040430 and Second Amendment dated October 7, 1982, recorded under King County Recording No. 8210070242; and

WHEREAS, Article VI, Section 4(b) permits the annexation of properties in addition to the property described in the Declaration, provided such properties are developed in accordance with the general plan submitted to the Federal Housing Administration; and

WHEREAS, additional lands have been annexed to the properties subject to said declaration, consisting of Arberly on English Hill (by document recorded under King County Recording No. 8306160857,) Coventry on English Hill (by document recorded under King County Recording NO. 8312090490) and Sheffield on English Hill, (by document recorded under King County Recording No. 8401110804, amended by First Amendment to Declaration of Covenants, Conditions and Restrictions for Sheffield on English Hill, recorded Under King County Recording No. 8405180553); and

WHEREAS declarant has developed additional lands within the area described in Exhibit A to the Declaration, known as "Coventry on English Hill Div. 2" and desires to cause the same to be annexed to the Declaration;

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NOW, THEREFORE,

1. Declaration hereby annexes the following described land to the properties subject to said DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS:

Coventry on English Hill Div. 2 according to plat recorded in volume 129 of plats, pages 37 through 38, records of King County, Washington, and

2. The foregoing described property is to be held, sold and conveyed subject to all easements, restrictions, covenants and conditions in all respects the same as and as a part of the Properties subject to the Declaration, as heretofore and hereafter amended, and in accordance with the articles of incorporation and by-laws of English Hill Homeowners' Association, a Washington corporation, its successors and assigns.

3. In regard to the powers, rights, procedures and duties of the Architectural Control Committee (hereinafter "the A.C.C.") regarding the lots hereby annexed, it is further declared that:

The provisions of this annexation agreement are declared to create mutual equitable covenants and servitudes for the developer, each owner or contract purchaser of a lot or building site subject to this agreement, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation and/or to recover damages, and failures of the developer, the A.C.C. or any owner or contract purchaser to enforce any covenant restriction, or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred in enforcement shall be at the expense of the violater or violators.

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