

**AGREEMENT TO SEVENTH AMENDMENT TO THE  
COVENANTS, CONDITIONS AND RESTRICTIONS  
OF  
THE LAKES AT MERCER ISLAND**

This Agreement to Amend Covenants (this “Agreement”) is entered into by and among the Homeowners’ Association of The Lakes at Mercer Island (the “Association”) and the owners of lots within The Lakes at Mercer Island (the “Owner(s)” of “Lots” within “The Lakes”) as of the date set forth below.

I / We, the undersigned Owner(s) (“Owners”) are subject to A DECLARATION OF COVENANTS, CONDITIONS, and RESTRICTIONS with respect to the plat of The Lakes, Division I and Division II (the “Covenants”), recorded on May 30, 1985 in Volume 131 of Plats, pages 11 through 22, Records of King County, Washington, which property is located in the City of Mercer Island, County of King, State of Washington under King County Recording No. 8505301145 and as amended by documents recorded under Nos. 8509301151, 8510180560, 8604150755, 8604150756, 8605150891 and 8706020983.

The Covenants provide for amendment by an instrument signed by not less than seventy-five percent (75%) of the Owners of all Lots and require an amendment to be recorded.

By signing below, the Owners, in their capacities as owners of property within The Lakes and as members of the Association, desire to amend the Covenants by signing this Agreement with the intent of approving the Seventh Amendment to the Covenants (“the Amendment”, a copy of which is attached as Exhibit A) and to comply with the amending provisions of the Covenants.

I / We acknowledge, agree and consent as follows:

1. That the Amendment be and hereby is incorporated into this Agreement by this reference as though fully written within and made a part of this Agreement;
2. That the Amendment is approved by Owners in its entirety as written;
3. That this Agreement may be executed in identical counterparts by other Owners 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, he/she/they is/are owner(s) of an interest in the property identified next to their signature below and is a member/are members of 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 the purpose of complying with the amending provision of the Covenants.

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

Dated \_\_\_\_\_, 202\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Owner signature

Owner Name (Print): \_\_\_\_\_

\_\_\_\_\_  
Owner signature

Owner Name (Print): \_\_\_\_\_

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

Lot \_\_\_\_\_

## **Exhibit A**

### **SEVENTH AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE PLAT OF THE LAKES AT MERCER ISLAND**

This SEVENTH AMENDMENT to Covenants running with the land, is made this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, by The Lakes at Mercer Island Homeowners' Association.

#### **RECITALS**

WHEREAS, the plat of The Lakes at Mercer Island, Division I and Division II, is recorded in Volume 131 of Plats, pages 11 through 22, Records of King County, Washington, which property is located in the City of Mercer Island, County of King, State of Washington;

WHEREAS, on May 30, 1985, John F. Buchan Construction, Inc. and William E. Buchan, Inc. recorded protective covenants on The Lakes at Mercer Island under King County Recording No. 8505301145, which have been amended six times in amendments recorded in the Records of King County, which amendments bear the recording numbers set forth below; and

WHEREAS, pursuant to Article IX, Section 5 ("Amendments") of the Covenants, Conditions and Restrictions of The Lakes at Mercer Island (the "Covenants"), the Covenants may be amended by an instrument which has received the signatures for at least seventy-five percent (75%) of the votes eligible to be cast. This Amendment has received the signatures for at least seventy-five percent (75%) of the votes eligible to be cast, which signatures are contained in the Agreement(s) to Seventh Amendment to the Covenants, Conditions and Restrictions of The Lakes At Mercer Island ("Agreement(s)") which are attached to this Seventh Amendment and are incorporated herein by this reference as though fully set forth herein.

NOW THEREFORE, the parties do amend the Covenants by amending Article II, Section 7 – Building Materials in its entirety as follows:

#### **ARTICLE II, SECTION 7**

Article II, Section 7 – Building Materials. All homes, and modifications to existing homes, constructed on each lot shall be built with new materials, with the exception of décor items such as used brick, weathered planking and similar items. The determination of the ACC is to be rendered as to whether a used material is a décor item or not.

All roofs shall be subject to the following minimum standards:

- (a) The roofing material shall be (i) #1 sawn cedar shakes or shingles or (ii) such other roofing materials/systems as are approved by the ACC based upon its evaluation that such material imitates the appearance of cedar shakes or shingles. Approval by the

ACC of any alternative roofing material does not constitute any warranty by the Homeowners Association of its fitness, longevity or maintainability.

- (b) Homeowners must apply for and receive approval of the ACC for any new or replacement roofing in accordance with the application procedures contained in Article VII hereof.

All other terms and provisions of the Covenants recorded under King County Recording No. 8505301145 and as amended by documents recorded under Nos. 8509301151, 8510180560, 8604150755, 8604150756, 8605150891 and 8706020983.

IN WITNESS WHEREOF, the undersigned has affixed his/her signature:

\_\_\_\_\_  
PRESIDENT

STATE OF WASHINGTON )  
                                  ) ss  
COUNTY OF KING     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 202\_, appeared before me, a duly commissioned Notary Public in and for the State of Washington, and sworn personally \_\_\_\_\_, to me known to be the individual described herein who executed the foregoing instrument, and acknowledged to me that she signed and sealed the said instrument as her free and voluntary act and deed in the uses and purposes therein mentioned.

WITNESS, my hand and official seal hereto affixed the day and year in this certificate above written.

\_\_\_\_\_  
Notary Public in and for the State of  
Washington  
My commission expires: \_\_\_\_\_