

Dated December 30, 1969, recorded
December 30, 1969, under Auditor's
File No. 6603940

IT IS HEREBY MADE KNOWN that EVERGREEN LAND DEVELOPERS, INC, a Washington corporation, does by these presents make, establish, confirm and impress upon all lots in the Plat of Somerset 15, recorded in Volume 90 of Plats, pages 81 and 82, records of King County, Washington, the following restrictive covenants to run with the land and does hereby bind said corporation and all the future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows;

1. GENERAL PROVISIONS. These restrictive covenants shall run with the land and shall be binding upon all parties thereto and all persons claiming under the, until January 1, 1999, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) years unless a majority of the owners, by an instrument or instruments in writing, duly signed and acknowledged by them, terminate or amend said restrictive covenants insofar as they pertain to residential lots, and termination or amendments shall become effective upon the filing of such instrument or instruments of record in the office of the Auditor of King County, Washington. Such instrument or instruments shall contain proper references to the records of said office by volume and page number of both the recording of the Plat of Somerset No. 15 and the recording of this instrument in which these restrictive covenants are set forth, and to the recording of all amendments hereof.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any person or persons owning any real property situate in Somerset No. 15 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. All costs incurred in enforcement shall be at the expense of the violator or violators.

Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

2. BUILDING RESTRICTIONS. All lots as recorded in the plat shall be known and described as residential lots". A building site shall consist of at least (a) one or more residential lots as shown on said plat, or (b) a parcel composed of only a portion of such ' residential lots, the depth and frontage of which parcel shall equal or exceed the depth and frontage of full residential lots in the immediate vicinity in the same block.

No building or structure shall be erected, constructed, or maintained or permitted upon such residential lots, except a building site as hereinabove defined. No building or structure shall be erected, constructed, maintained or permitted upon a building site except a single detached dwelling house to be occupied by no more than one family and attendants or domestic servants of that family.

The cost of all dwelling houses (including land and improvements) shall be at least three (3) times the original purchase price of the lot upon which the dwelling house is constructed; provided, however, that as to a dwelling house situated upon two or more residential lots, the cost thereof shall be submitted to the Building Committee, as hereinafter set forth, for its approval, and the Building Committee shall have the right to consider the cost of the *residential* lot upon which the proposed dwelling house shall be constructed, the value of adjacent or neighboring property, and any and all other factors which, in the Building Committee's *opinion*, shall affect the desirability or suitability of such proposed construction costs.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than eleven hundred (1100) square feet for a one story dwelling, nor less than eight hundred (800) square feet for a completely finished dwelling of more than one story, and a minimum of eleven hundred (1100) square feet for a dwelling with more than one story with an unfinished basement.

3. BUILDING LIMITS. No dwelling house or garage or any part thereof, or any other structure (exclusive of fences and similar structures) shall be placed nearer to the front lot line or nearer to the side lot line or nearer to the rear lot line than the minimum building set-back lines, if any, shown on the recorded plat of Somerset No. 15. In any event, no such building or structure (exclusive of fences or similar structures) shall be placed on any lot nearer than twenty (20) feet to the front lot line, nor nearer than five

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(5) feet to any side lot line, except that the minimum set-back from the opposite interior side yard line shall be ten (10) feet and the minimum set-back from the opposite exterior, in the case of corner lots, side yard line shall be fifteen (15) feet, nor nearer than twenty-five (25) feet to any rear lot line except upon the approval of the Building Committee as set forth in these covenants. No dwelling shall be erected or placed on any lot having a width of less than sixty (60) feet at the minimum building set-back line, nor shall any dwelling be erected or placed on any lot having an area of less than eighty-four hundred (8400) square feet. Where it is architecturally feasible, it is recommended that all garages, carports, storage areas, tool cabinets, garden houses and similar structures be attached to, or incorporated in and made a part of the dwelling houses.

No lines or wires for the transmission of current or for telephone use shall be constructed, placed or permitted to be placed upon any residential lot outside the buildings thereon unless the same shall be underground or in conduit attached to a building. No television or radio aerial shall be erected or placed on any residential site which is more than six (6) feet in height above the highest point (exclusive of chimneys) on the building or structure upon which it is erected. No rotary beams or other similar devices shall be constructed on any residential lot.

4. APPROVAL OF PLANS BY BUILDING COMMITTEE. All buildings and structures, including concrete walls and rockeries, fences and Swimming pools, to be constructed in Somerset No. 15 shall be approved by the Building Committee. Complete plans and specifications of all proposed buildings, structures, and exterior alterations, together with detailed plans showing the proposed location of the same in the particular building site, shall be submitted to the Building Committee before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the Building Committee.

All plans and specifications for approval by the Building Committee must be submitted, in duplicate, at least ten (10) days prior to the proposed construction starting date. The maximum height of any residence shall be established by the Building Committee as a part of the plan approval and shall be given in writing together with the approval. One set of approved plans must be on the job site at all times.

Said plans or specifications shall be prepared by an architect or a competent housesigner approved by the Building Committee. Two complete sets of said plans and specifications shall in each case be delivered to and permanently left with the Building Committee. All buildings or structures shall be erected or constructed by a contractor or house builder approved by the Building Committee.

As to all improvements, constructions and alterations, in Somerset No. 15, the Building Committee shall have the right to refuse to approve any design, plan or color for such improvements, construction or alterations which is not suitable or desirable, in the Building Committee's opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the Building Committee shall have the right to take into consideration the suitability of the proposed building or other structure, and the material of which it is to be built, and the exterior color scheme, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings, and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view or surrounding building sites, and any and all other factors which, in the Building Committee's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations.

5. THE BUILDING COMMITTEE. The Building Committee shall be composed of at least three (3) members, including the sales manager of the sales agency representing Evergreen Land Developers, Inc., in Somerset, the development manager of the development company representing Evergreen Land Developers, Inc., in Somerset, the duly authorized representative of the Somerset Community Club, Inc. and/or any other person or persons designated, from time to time, by Evergreen Land Developers, Inc.

6. PROSECUTION OF CONSTRUCTION WORK. Any dwelling or structure erected or placed on any residential lot in this subdivision shall be completed as to external appearance, including finished painting, within eight (8) months after date of commencement of construction and shall be connected to an acceptable sewage disposal facility. All front yards and landscaping must be completed within sixty (60) days from the date of completion of the building or structure constructed thereon, except that buildings or structures which are built for purposes of immediate sale must have their front yards and landscaping

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completed within fifteen (15) days following the completion of construction. In the event of undue hardship due to weather conditions, this provision may be waived upon written approval of the Building Committee.

7. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and (a) over the rear five (5) feet of each lot and (b) over a five (5) foot strip along each side of interior lot lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. Any and all drainage collected or sufficiently concentrated to create erosion problems in the opinion of the Building Committee shall be piped at the purchaser's expense to the nearest underground public storm sewer line or street gutter. Plans and specifications for such underground piping must be approved by the Building Committee at the time the house plans are approved for construction purposes.

8. NOXIOUS USE OF PROPERTY. No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be, or become, an annoyance or nuisance to the neighborhood. No grantee or grantees, under any conveyance, shall at any time conduct, or permit to be conducted, on any residential lot, any trade or business of any description, either commercial or religious, including day schools, nurseries, or church schools, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

No trash, garbage, ashes, or other refuse, junk vehicles, underbrush, or other unsightly growths or objects, shall be thrown, dumped or allowed to accumulate on any lot. In the event any such condition shall exist upon any lot, any person or persons owning any real property situate in Somerset No. 15 may use the legal powers as set forth in paragraph one (1) of General Provisions.

No trailer, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated in Somerset No. 15 shall, at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used as a residence until it is completed as to external appearance, including finished painting. The permission hereby granted to erect a permanent garage or other building prior to construction of the main dwelling house shall not be construed to permit the construction, erection or maintenance of any building of any nature whatsoever at any time, without the approval required by the Building Committee. The parkways in front of lots shall not be used for the overnight parking of any vehicle other than private family automobiles. No host, host trailer, house trailer, automobile, truck or other vehicle or any part thereof shall be stored or permitted to remain on any residential lot unless the same is stored or placed in a garage or other fully enclosed space.

9. FENCES AND HEDGES. All fences, hedges or boundary walls situated anywhere upon any residential lot must be approved in writing by the Building Committee as to its' height and design prior to construction. No trees of any type, other than those existing at the time these restrictive covenants of Somerset No. 15 are filed, shall be allowed to grow more than twenty (20) feet in height, provided they do not unnecessarily interfere with the view of another residence. The Building Committee shall be the sole judge in deciding whether there has been such interference. In case of violation, the Building Committee shall have enforcement powers as set forth in Paragraph I of GENERAL PROVISIONS.

10. ANIMALS. No animals, livestock or poultry of any kind, shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes, and further provided they do not become a public nuisance.

11. MAIL BOXES. All mail boxes must be of a standard accepted by the U. S. Postal Authorities, and must be located in those areas so designated by the U. S. Postal Department. Structures containing such mail boxes must be approved by the Building Committee as herein set forth.

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12. GARBAGE CANS AND REFUSE DISPOSAL. Trash, garbage, or other waste shall not be kept except in sanitary containers. All incinerators or other equipment shall be kept in a clean and sanitary condition. All containers must be buried or screened so as not be visible from any street or adjacent properties or residences.

13. SIGNS. No sign of any kind shall be displayed unless written approval is received from the S.A.C.C. with the exception of a real estate for sale or for rent sign, the maximum size of which shall be two feet by three feet.

14. CLOTHES LINES. No exterior clothes lines are allowed that can be seen from any street or adjacent properties or residences.

15. DRIVEWAY APPROACHES. All driveway approaches will consist of a-four (4) foot wide cement concrete apron measured in towards the garage from the curb line, constructed to meet the standard specifications of the City of Bellevue.

16. EVERGREEN LAND DEVELOPERS INC. 'S OPTION. Prior to the erection of a dwelling thereon, no lot shall be sold or conveyed to any third party unless and until the Owner thereof shall have first tendered to Evergreen Land Developers, Inc. in writing, the exclusive right and option, for a period of fifteen (15) days, to repurchase said lot at the same price and on the same terms at which the lot is offered for sale or assignment to any third party. Any reduction in price or easing of terms of sale after Evergreen Land Developers, Inc. fails to exercise its first refusal option shall be cause for resubmittal to Evergreen Land Developers, Inc. of aforesaid right and option.

17 LITIGATION, SUCCESSORS OF GRANTOR. In the event of litigation arising out of enforcement of these restrictive covenants of Somerset No. 15, the grantee or grantees so involved, shall be liable for the payment of all attorney fees, court costs and/or other expenses or loss incurred by Evergreen Land Developers, Inc. in enforcing these restrictive covenants of Somerset No. 15.

The term "Evergreen Land Developers, Inc.", as used in the restrictive covenants of Somerset No. 15, shall refer to Evergreen Land Developers, Inc. or to any successor of said corporation, whether by change of name, consolidation, merger, transfer of business, resignation or otherwise, or any grantee of said corporation's entire remaining interest in Somerset No. 15, provided that said grantee is designated by said corporation in the deed of transfer or written document attached thereto, as "successor" of Evergreen Land Developers, Inc.

PLAT RESTRICTIONS

No lot or portion of a lot-in this plat shall be divided and or resold or ownership changed or transferred whereby the ownership of any portion of this plat shall be less than the area required for the use district in which located.

Subject to a 5 foot walkway and utility easement on each side of all Rights of Way of 40 feet in width or less. Subject to Mineral Reservations as recorded under Auditor's File No. 1115421. Subject to a utility easement under Auditor's File No. 6328303.

Subject to a utility easement under and upon the exterior 5 feet of front and rear boundary lines and under and upon the exterior 2.5 feet of side boundary lines of all lots.

**FIRST AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS,
FOR
THE PLAT OF SOMERSET #15**

The undersigned, being the owner(s) of real property described below ("Lot Owner"), subject to the Declaration of Restrictive Covenants, for the Plat of Somerset #15, recorded in Volume 90 of Plats, Pages 81 & 82, Records of King County, Washington under King County Auditor's File No.6555522, dated August 22, 1969 and Auditor's File 6603940 (the "Declaration"), filed December 30, 1969 hereby votes for, enters into and executes this First Amendment to the Declaration (the "Amendment") effective the first day of January, 1999.

The Declaration is hereby amended as follows:

- A. The language of Article 1, General Provisions, first sentence is hereby amended to read:

After January 1, 1999, the Declaration, as amended, may be subsequently amended at any time by the vote of a simple majority of all owners of lots in the Plat of Somerset # 15.

- B, Declaration, Article 5 Building Committee - this paragraph is deleted in its entirety and replaced with the following paragraph:

THE COVENANTS REVIEW COMMITTEE. A Covenants Review Committee ('CRC) shall be created and shall replace, perform the functions of, and have the same rights, powers and authorities as the Building Committee identified in the Declaration - Somerset # 15. The CRC shall be composed of five (5) members, nominated by the Somerset Community Association and elected by a plurality vote of the owners of real property in Somerset plats that have adopted this amendment and who have cast votes at the Somerset Community Association annual meeting. At least three (3) members of the CRC shall be resident owners of real property in Somerset plats that have adopted this amendment. Each member of the CRC shall serve a minimum of one-year term. In its discretion, the CRC may assess a Lot Owner a reasonable fee for services performed as required under the Declaration, not to exceed \$100.

It is the obligation of the Somerset Community Association to maintain, oversee and administer the Covenants Review Committee for the life of this Declaration.

- C. The following new paragraph shall be added to the Declaration:

NON-BINDING MEDIATION PROCEDURE.

1. Request for Mediation. In the event a dispute between two or more Lot Owners arises out of the Declaration as amended, either the Lot Owner(s) asserting

a violation of the Declaration, as amended, (the "Complainant") or the Lot Owner(s) alleged to be in violation (the "Respondent") may request a mediation by first notifying the CRC and the other affected parties in writing describing the nature of the complaint.

2. Time and Place. Within ten (10) days of receiving a written request for mediation, die CRC shall notify all affected parties of a mediation conference which shall be held at a reasonable time and place, not later than thirty (30) days from the date the written complaint is received, unless the time is extended for good cause.

3. Selection of Mediators. The Complainant and Respondent shall have the right to agree to the mediator of their choice. If the Complainant and Respondent cannot agree, then at least one member of the CRC shall serve as a mediator, in which event the Complainant and the Respondent shall be allowed to strike one CRC member each from the list of prospective mediators.

4. Mediation Conference. At the mediation conference, all affected parties shall have an opportunity to be heard.

5. Findings & Recommendations. Within ten (10) days after the mediation conference, the mediators shall issue written findings and recommendations to both the Complainant and Respondent.

6. Costs. The party requesting the mediation shall bear the cost of a reasonable fee assessed in the discretion of the CRC for a completed mediation, not to exceed \$100.

D. The following new Paragraph shall be added to the Declaration.

CONSTRUCTION. In the event of any inconsistency or ambiguity between the terms of this Amendment and the original Declaration, this Amendment shall control.

Except as modified herein, all terms, provisions and conditions of the Declaration " remain in full force and effect.

This Amendment may be executed in counterparts and any number of counterparts signed in the aggregate by the Lot Owners shall constitute a single original Amendment