

Declaration of Protective Covenants, Restrictions,
Limitations, Conditions and Agreements with Respect to the Plat of
SOMERSET NO. 2, the Plat of SOMERSET NO. 4, and the Plat of
SOMERSET NO 6. All Located in Section 15, Township 24 North,
Range 5 E. W. M.

IT IS HEREBY MADE KNOWN that EVERGREEN LAND DEVELOPERS, INC., a Washington corporation, does by those presents make, establish, confirm and impress upon Lots 1 through 12, 24 through 27, and 158 through 188 of Somerset No. 2, according to the Plat thereof, recorded in Volume 68 of Plats, page 44, records of King County, Washington, Lots 49 through 61, 75 through 99, 101 through 117, and 128 through 157, Somerset No. 4, according to the Plat thereof, recorded in Volume 68 of Plats, pages 29 and 30, records of King County, Washington, Lots , 1 through 37 of Block 1, lots 1 through 19 of Block 2, lots 1 through 15 of Block 3, and lots 1 through 11 of Block 4, Somerset No. 6, according to the Plat thereof, recorded in Volume 67 of Plats, pages 11 and 12, 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 of Somerset, Division No. 2, Somerset, Division No. 4 and Somerset, Division No. 6 shall run with the land and shall be binding upon all parties thereto and all persons claiming under the, until January 1, 1992, at which time said restrictive covenants of Somerset, Division No. 2, Somerset Division No. 4 and Somerset, Division No. 6, 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 for 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, Division No. 2, Somerset, Division No. 4, and Somerset, Division No. 6, and the recording of this instrument in which these restrictive covenants of Somerset, Division No. 2, Somerset, Division No. 4, and Somerset, Division No. 6 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 situated in Somerset, Division No. 3, Somerset, Division No. 4, and Somerset, Division No. 6 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 and all succeeding plats of Somerset, Division No. 2, Somerset, Division No. 4 and Somerset Division No. 6 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 lot, except upon a building rite 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 four (4) 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' a 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 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, Division No. 2, Somerset Division No. 4 and Somerset, Division 6. In any event, no such building or structure shall be placed on any lot nearer than twenty (20) feet to the front lot line, nor nearer than live (5) feet to any side lot line, except for corner lots which shall have a minimum side lot line set-back of fifteen (15) feet, nor nearer than fifteen (15) 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 house.

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. The Building Committee shall meet at the Somerset Sales Office at 7:00 F. M., the first and third Wednesdays to consider and approve house plans. To have plans considered, complete plans and specifications must be submitted one week prior to the scheduled times. All plans and specifications must be submitted in duplicate, allowing ten days for approval. The maximum height of any residence shall be established by the Building Committee prior to starting construction. An inspection by the Building Committee and their written approval is required of the foundation forms before they are filled with concrete. One set of plans with signed approvals as required above, must be on the job site at all times

All buildings and structures, including walls fences and swimming pools to be erected in Somerset, Division No. 2, Somerset, Division No. 4, and Somerset, Division No. 6 shall be approved by the Building Committee. Complete plans and specifications of all proposed buildings, structures and exterior alteration together with detailed plans showing proposed location of the same on the particular building site, shall be submitted to the Building Committee before construction or alteration is started, and such construction or alterations shall not be started until written approval thereof is given by the Building Committee,

Said plans or specifications shall be prepared by an architect or a competent house-designer 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 housebuilder approved by the Building Committee.

As to all improvements, construction and alterations in Somerset, Division No. 2, Somerset, Division No. 4, and Somerset, Division No. 6, 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 of 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. WAIVER OF RESTRICTIONS AND LIMITATIONS. Evergreen Land Developers, Inc. reserves the right to enter into agreement with the grantee of any lot or lots (without the consent of the grantees of other lots or adjoining or adjacent property) to deviate from the conditions, restrictions, limitations and agreements in this Declaration in certain particulars in a specific case, and any such deviation, which shall be manifested in an agreement in writing, shall not constitute a waiver of any such conditions, restriction, limitation or agreement as to the remaining lots in the subdivision and the same shall remain fully enforceable as to all other lots located in the subdivision.

6. THE BUILDING COMMITTEE. The Building Committee shall be composed of at least three (3) including the sales manager of the sales agency representing Evergreen Land Developers, Inc., the chief engineer of the engineering and architectural firm representing Evergreen Land Developers, Inc., and the development manager of the development company representing Evergreen Land Developers, Inc. and/or any other person or persons designated, from time to time by Evergreen Land Developers, Inc.

7. 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 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.

8. EASEMENTS. Evergreen Land Developers Inc., hereby expressly reserve an easement under, over and upon any residential lot in a strip of land five (5) feet wide along the rear and side lines of said residential lot and ten (10) feet wide across any other portion of said residential lot not adaptable or previously used as a building site for the construction and replacement and maintenance of water pipe Lines, sewage pipe lines power and telephone cables and drainage facilities; provided, that upon any entry for installation, replacement or maintenance the entity furnishing the utility shall restore the surface of the ground substantially to its original condition with reasonable expedition. Evergreen Land Developers Inc., does hereby further reserve easements over and upon any residential lot for the construction and replacement and maintenance of guy wires and guy poles and utility pole lines. Easements, other than guy wires and guy poles, that are not in use by a utility within five (5) years from the date of record hereof, shall automatically terminate. After installation of any underground utility within the easement the ground grade within the easement shall not be altered without the approval of the utility company and/or governmental agency having Jurisdiction over the facility. 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.

9. 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 situated in Somerset, Division No. 2, Somerset, Division No. 4 and Somerset, Division No. 6, 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, Division No. 2, Somerset, Division No. 4, and Somerset, Division No. 6, shall, at any time, be used as a residence, temporarily or permanently, nor shall any permanent building or structure be used its 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 boat, boat 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 unclosed space.

10. 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, Division No. 2, Somerset, Division No. 4 and Somerset, Division No. 6 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 an interference. In case of violation, the Building Committee shall have enforcement powers as set forth in Paragraph 1 of GENERAL PROVISION.

11. 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.

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

13. 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 to be visible from any street or adjacent properties or residences.

14. SIGNS. No sign of any kind shall be displayed unless written approval is received from the Building Committee.

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

16. DRIVEWAY APPROACHES. All driveway approaches will consist of a four (4) foot concrete apron measured in towards the garage from the curb line.

17. EVERGREEN LAND DEVELOPERS, INC.'S OPTION. In the event that lots previously sold not built on are offered for resale or assignment, the unbuilt on lot must first offer the lot for sale or assignment to Evergreen Land Developers, Inc. at the same price and upon the same terms at which said property is offered for sale or assignment to a third party. Evergreen Land Developers, Inc. has fifteen (15) days to accept or reject this option from date of written offering. Each offer of sale made to Evergreen Land Developers, Inc., pursuant to this paragraph, shall set forth the name and address of the prospective purchaser to whom such grantee or other owner desires to sell the same the event Evergreen Land Developers, Inc falls to exercise its first refusal option hereunder.

18. LITIGATION. SUCCESSORS OF GRANTOR. In the event of litigation arising out of enforcement of these restrictive covenant, of Somerset, Division No. 2, Somerset, Division No. 4 and Somerset, Division No.6, the grantee or grantees so involved, shall be liable for the payment of all attorney fees court costs and/or other expense or loss incurred by Evergreen Land Developers, Inc., in enforcing these restrictive covenants of Somerset, Division No. 2, Somerset, Division No. 4, and Somerset, Division No. 6.

The terms "Evergreen Land Developers, Inc.", as used in the restrictive covenants of Somerset, Division No. 2, Somerset, Division No. 4 and Somerset, Division No. 6 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 to any grantee of said corporation's entire remaining interest in Somerset, Division No. 2, Somerset, Division No. 4 and Somerset, Division No. 6, 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.

Contracting party will see to it that each home erected in Somerset, Division No. 2, Somerset, Division No. 4 and Somerset, Division No. 6 qualifies prior to connection for permanent service, as a Gold Medallion Home, qualifications of which are attached hereto, made it part hereof and marked "Exhibit C", and will so provide in the building restrictions applicable to each lot in Somerset, Division No. 2, Somerset, Division No. 4 and Somerset, Division No. 6 except where the purchaser of a lot pays in addition to the purchase price of the lot, the installation costs of the underground electric power system.

PLAT RESTRICTIONS (Somerset No. 2)

No lot or portion of a lot in this plat shall be divided and sold or resold or ownership changed or transferred where by the ownership of any portion of this plat shall be less than the area required for the use district in which located. Subject to Restrictive Covenants under Auditor's File No. 5237074.

PLAT RESTRICTIONS (Somerset No. 4)

No lot or portion of a lot in this plat shall be divided and sold 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 Restrictive Covenants filed under Auditor's File No. 5237074.

PLAT RESTRICTIONS (Somerset No. 6)

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.

AFTER RECORDING RETURN TO
Somerset Community Association
Long Range Planning Committee
P.O. Box 5733
Bellevue, WA 98006



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**FIRST AMENDMENT TO DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE PLATS OF SOMERSET NO. 2, SOMERSET NO. 4 AND SOMERSET NO. 6
Fidelity National Title Co.**

Grantors: The Somerset Community Association W-SOMERSET (13/#20)

Grantees: Owners of Lots in Somerset No. 2, Somerset No. 4 and Somerset No. 6.

Legal Description (abbreviated): Plat of Somerset No. 2, Vol. 68 of Plats, Pg.44, King County; Plat of Somerset No. 4, Vol. 68 of Plats, Pgs. 29-30, King County Plat of Somerset No. 6, Vol. 67 of Plats, Pgs. 11-12, King County.

Assessor's Tax Parcel IDs #: Somerset No. 2: 7855200020 through 7855200270
Somerset No. 4: 7855400010 through 7855400850
Somerset No. 6: 7855600010 through 7855600820

Reference Nos. Of Documents Released or Assigned: This amends the Declaration of Covenants recorded under King County Auditor No 5389232

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A Declaration of Protective Covenants, Restrictions and Limitations (the "Declaration") was recorded in the records of King County, Washington, under Auditor's File No 5389232. The Declaration affects the Plats of Somerset No. 2, Somerset No. 4 and Somerset No. 6. The Plat of Somerset No. 2 is recorded at Volume 68 of Plats, page 44, in the records of King County. The Plat of Somerset No. 4 is recorded at Volume 68 of Plats, pages 29 and 30, in the records of King County. The Plat of Somerset No. 6 is recorded at Volume 67 of Plats, pages 11 and 12, in the records of King County.

The Declaration provides that it shall continue in force until January 1, 1992, and shall be automatically continued for ten years, and thereafter for successive periods of ten years, unless a written instrument amending the Declaration is properly executed by a majority of the owners of lots in Somerset No. 2, Somerset No. 4 and Somerset No. 6 and is recorded in the records of King County, Washington.

This First Amendment to the Declaration ("the Amendment") has been properly executed by a majority of the owners of lots in Somerset No. 2, Somerset No. 4 and Somerset No. 6. Exhibit A to the Amendment, incorporated here by this reference, is the First Amendment To Declaration Of Restrictive Covenants For The Plats Of Somerset No. 2, Somerset No. 4 and Somerset No. 6 ("the First Amendment"). Exhibit A authorizes counterpart execution of the First Amendment and authorizes the President of the Somerset Community Association to execute and record the Amendment in its present form once the First Amendment had been duly adopted by the necessary number of affirmative counterpart original and acknowledged signatures of owners of lots in Somerset No. 2, Somerset No. 4 and Somerset No. 6. Exhibit B to the Amendment identifies which owners of which lots in which divisions of Somerset signed and acknowledged the First Amendment. The documents containing the original signature and acknowledgment of each identified owner are in the possession of the Secretary of the Somerset Community Association. The First Amendment, through its inclusion as Exhibit A to the Amendment and its incorporation in the Amendment by this reference, is being placed of record, as contemplated in the amending provision of the Declaration.

NOW, THEREFORE, the President of the Somerset Community Association certifies the Declaration to have been amended in the following particulars:

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Unofficial

A. The language of Section 1 ("GENERAL PROVISIONS"), is amended to read:

After December 1, 2001, the Declaration, as amended, may be subsequently amended at any time by an instrument or instruments in writing, duly signed and acknowledged by a simply majority of all owners of lots in the Plats of Somerset No 2, Somerset No 4, and Somerset No 6, which amendments shall become effective upon the recording of the instrument(s), or a duly authorized memorandum thereof in the office Records and Elections for King County, Washington

B. The following language replaces Section 6 in its entirety ("THE BUILDING COMMITTEE"):

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 this Declaration. The CRC shall be composed of five (5) members, nominated by the Somerset Community Association and elected by a plurality vote of 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 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, a Washington nonprofit corporation whose members are owners of residential lots in all of the divisions of Somerset, to maintain, oversee and administer the Covenants Review Committee for the life of this Declaration

C. The following language replaces the words "shall meet at the Somerset Sales Office at 7:00 P.M., the first and third Wednesdays to consider and review house plans" in the first sentence of Section 4 ("APPROVAL OF PLANS BY BUILDING COMMITTEE"):

"shall meet as demand requires, and in no event less than once per month, in Somerset to conduct its business, which includes the consideration and review of house plans"

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D. The following new section shall be added to the Declaration:

NON-BINDING MEDIATION PROCEDURE

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

Time and Place Within ten (10) days of receiving a written request for mediation, the 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

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

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

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

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.

E. The following new section 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

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