

**DECLARATION OF PROTECTIVE COVENANTS  
RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS  
WITH RESPECT TO THE PLAT OF SOMERSET AND SOMERSET,  
DIVISION NO. 3 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 all lots in the Plats of Somerset and Somerset, Division No. 3, located in Section 15, Township 24 North, Range 5 E, W.M. for the Plat of Somerset recorded in Volume 65 of Plats, Page 1, and the Plat of Somerset No. 3 recorded in Volume 65 of Plats, page 87; recorded under the King County Auditor's file no. 5237074, at Volume 4110, page 565 (which supersedes Auditor's file nos. 4799228 and 5188350). 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 shall run with the land and shall be binding upon all parties thereto and all persons claiming under them, until August 1, 1985, at *which* time said restrictive covenants of Somerset 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 such 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 and the recording of this instrument in which these restrictive covenants of Somerset 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 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 ways 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, 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 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 four (4) times the original purchase price of the lot upon *which the* dwelling house in 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 cost.

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. 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 five (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 that where the surface of the natural ground at a forty (40) foot distance from the front lot line is seven (7) feet or more below the center line of the street on which the lot faces, a garage or carport may be located within ten (10) feet of the front lot line.

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. All buildings and structures, including walls, fences, and swimming pools, to be erected in Somerset shall be approved by the Building Committee. Complete plans and specifications of all proposed buildings, structures and exterior alterations, 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. A complete copy 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, 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.

No home will exceed more than one story above ground level when it will unduly interfere with another lot's view.

The Building Committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the Building Committee fails to approve or disapprove said plans and specification within thirty (30) days after the same have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenant shall be deemed to have been fully complied with.

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 contained 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 condition, 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) members, 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.

At such time as Evergreen Land Developers, Inc. no longer own property within this subdivision, the then recorded owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee.

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 six (6) months 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 sixty (60) 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 pipe lines; 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.

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 situate in Somerset may use the legal powers as hereinabove set forth.

No trailer, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated in Somerset 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 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 enclosed space.

10. FENCES AND HEDGES. No fence, hedge or boundary wall situated anywhere upon any residential lot shall have a height above the finished graded surface of the ground upon which such fence, hedge or wall is situated greater than eight (8) feet or such other lesser height as the Building Committee may specify, nor shall any fence, hedge or wall be situated upon any building site between said "Building Line" and the line of the street fronting on said building site unless approved by the Building Committee. No trees of any type, other than those existing at the time these restrictive covenants of Somerset 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 hereinabove set forth.

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.

14. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one (1) square foot, one sign of not more than five (5) square feet, advertising the sale or rental of the property, or signs used by a builder to advertise the property during the construction and sales period.

Contracting Party will see to it that each home erected in Somerset qualifies, prior to connection for permanent service as a Gold Medallion Home qualifications of which are attached hereto, made a part hereof, and marked "Exhibit C", and will so provide in the building restrictions applicable to each lot in Somerset 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. The same applies in Somerset Division No. 3.

In the event of litigation arising out of enforcement of these restrictive covenants of Somerset, the grantee or grantees so involved, shall be liable, regardless of outcome, 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.

The terms "Evergreen Land Developers, Inc.", as used in the restrictive covenants of Somerset shall refer to Evergreen Land Developers, Inc., or to any successor of said corporation, whether by change of name, consolidation, merger, transfer of business, or otherwise, or to any grantee of said corporation's entire remaining interest in Somerset, 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. That portion of the vacated plat of Westwood Addition to Eastgate subject protective covenants under Auditor's File No. 4799228.

**FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS  
RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS  
WITH RESPECT TO THE PLAT OF SOMERSET AND SOMERSET,  
DIVISION NO. 3 LOCATED IN SECTION 15,  
TOWNSHIP 24 NORTH, RANGE 5 E, W.M.**

The undersigned, being the owner(s) of real property described below ("Lot owner"), subject to the Declaration of Protective Covenants, Restrictions Limitations, Conditions and Agreements With Respect to the Plats of Somerset and Somerset, Division No. 3, located in Section 15, Township 24 North, Range 5 EWM for the Plat of Somerset recorded in Volume 65 of Plats, Page 1, and the Plat of Somerset No. 3 recorded in Volume 65 of Plats, page 87; recorded under the King County Auditor's file no. 5237074, at Volume 4110, page 565 (which supersedes Auditor's file nos. 4799228 and 5188350) (the "Declaration"), hereby votes for, enters into and executes this First Amendment to the Declaration (the "Amendment") effective the 1st day of August, 1995.

The Covenants are hereby amended as follows:

A. The following language is inserted after the first sentence of paragraph 1 of the Declaration ("GENERAL PROVISIONS"):

After August 1, 1995 these restrictive covenants, 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 and Somerset No. 3 (collectively, the "Lot Owners").

B. The following language replaces paragraph 6 of the Declaration ("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 in the 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 which fee shall not exceed \$100.

C. The following new Paragraph shall be added to the Declaration,

NON-BINDING MEDIATION PROCEDURES

(a) 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 a writing describing the nature of the complaint.

(b) 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.

(c) 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 Respondent shall be allowed to strike one CRC member each from the list of prospective mediators.

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

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

(f) 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, which fee shall not exceed \$100.

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

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 shall remain in full force and effect.

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