

PROTECTIVE COVENANTS OF
SOMERSET HIGHLANDS 1

1. GENERAL PROVISIONS These restrictive covenants shall run with the land and shall be binding upon all parties thereto and all persons claiming under them, until January 1, 1998, 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.

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 Highlands 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 or 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 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 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 fifteen hundred (1500) square feet for a one story dwelling, nor less than one thousand (1000) square feet for a completely finished dwelling of more than one story, and a minimum of fourteen hundred (1400) square feet for a dwelling with more than one story with an unfinished basement unless approved by building committee,

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 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 that the combined side yard requirement shall be a minimum of fifteen (15) feet and no dwelling shall be placed closer than fifteen (15) feet apart, nor nearer than twenty (20) feet to any rear lot line except upon approval of the Building Committee as set forth in these covenants. In the case of corner lots, the front yard set-back shall be a minimum of twenty (20) feet and the adjoining exterior (street) lot line set-back shall be a minimum of fifteen (15) feet. No dwelling shall be erected or placed on any lot having a width or less than sixty (60) feet at the minimum 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 structure 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 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 Highlands 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 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 house builder approved by the Building Committee.

As to all improvements, constructions and alterations in Somerset Highlands, 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 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 or impairment that said structures will have on the view of surrounding building sites, and any and all 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. No building shall be erected, placed or altered on any residential lot until the building plans, specifications and plot plan showing the location or such building have been approved in writing by a majority of a Committee composed of P. Edward Dean, Frederick S. Berkman, C. A. Swanson and Gifford Thomas, or their designated representative, as to the quality of workmanship and materials planned and for conformity and harmony of the external design with existing structures on the said residential lots, and as to location of the building with respect to topography finish grade elevation and building set-back restrictions. In the, case of the death, disability or resignation of any member or members of said committee, the surviving or remaining member or members shall have full authority to designate a successor or approve or disapprove such design and location or to designate a representative with like authority. In the event said Committee or its designated representative fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, such approval will not be required. The property owner shall pay all attorneys' fees, court costs and other expenses incurred in enforcing decision of the committee. Said Committee or its designated representative shall act without compensation. The powers and duties of such Committee shall cease when all of said residential tracts have been originally sold by grantors or developers or by the successors in interest of any thereof. Thereafter, the approval described in the foregoing covenant shall not be required unless prior to said date, and effective thereon, a written instrument shall be executed by the then record owners of a majority of the residential lots. Said written document must be duly recorded and appoint therein a representative or representatives who shall thereafter have all the power previously delegated to the aforesaid Committee. Said Committee shall also review plans involving the erection of antennas and towers supporting antennas and disapprove those which in their judgment are not deemed necessary in the normal reception of commercial and educational radio and television transmission. Said antennas and towers that are disapproved may not be erected.

After sixty (60) lots in Somerset Highlands have been sold, the then owners shall meet and form a committee for the purpose of maintaining entry area and arrangement for the payment of water and power bills incurred. Those costs to be handled in an informal manner by committee action and not to be construed as lienable claim on any of the lots in Somerset Highlands or on subsequent lots in future divisions to be served by the entry area.

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 six months from the date of completion of the building or structure constructed thereon. In the event of undue hardship due to weather conditions, this provision may be waived upon written approval of the Building Committee.

7. EASEMENTS Easement 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 piping in the easements, or which may obstruct or retard the flow of water through drainage piping 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.

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 on, 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 Highlands may use the legal powers as set forth in paragraph one (1) of General Provisions.

No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated in Somerset Highlands 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 streets 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, camper, 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 Highlands 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 I of GENERAL PROVISION.

10. ANIMALS No live poultry or animals shall be permitted on said property other than songbirds, and not more than two (2) dogs and two (2) cats as household pets.

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.

12. GARBAGE CANS AND REFUSE DISPOSAL. Trash, garbage, or other waste shall not be kept except in sanitary containers. All 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 residence.

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

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

PLAT RESTRICTIONS

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 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. Subject to a 5 foot Walkway and Utility easement on each side of all 40 foot Right of Ways. Subject to Restrictions under Auditor's File No. 5695892.

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS FOR
THE PLAT OF SOMERSET HIGHLANDS #1

The undersigned, being the owner(s) of real property described below ("Lot Owner"), subject to the Declaration of Covenants, Restrictions, Limitations, Conditions and Agreements for the Plat of Somerset Highlands #1, recorded in Volume 81 of Plats, Pages 32, 33, & 34 Records of King County, Washington under King County Auditor's File Nos. 5695892, 6274776 (the "Declaration"), hereby votes for, enters into and executes this First Amendment to the Declaration (the "Amendment") effective the first day of January, 1998

The Declaration is hereby amended as follows:

A. The following language is inserted after the first sentence of the Declaration- Paragraph 1, ("GENERAL PROVISIONS") Somerset Highlands #1

After January 1, 1998, 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 Highlands #1

B. Declaration, Paragraph 5 ("THE BUILDING COMMITTEE") - Somerset Highlands #1, first two paragraphs are deleted in their 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 Highlands #1. 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 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 PROCEDURES.

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, 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.
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 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 Lot Owner shall constitute a single original Amendment.