

THE PLAT OF SOMERSET HIGHLANDS NO. 3

DECLARATION OF PROTECTIVE COVENANTS

Auditor's File # 7707220940

The undersigned, owners of the real property described in the Plat of Somerset Highlands No. 3, recorded in Volume 103 of Plats pages 66 thru 69, Records of King County, Washington, hereby declare and impose the following protective covenants, restrictions, conditions, easements, liens and agreements (hereinafter collectively called "covenants") upon said real property and each lot and parcel thereof. These covenants are imposed pursuant to a general plan for the development and use of the subject property, which property will be conveyed by the undersigned, their successors and assigns, subject hereto. These covenants shall run with the real property, shall be binding upon all parties having or acquiring any right, title or interest in the subject property or any part thereof, and shall inure to the benefit of each owner of any portion of the subject real property.

ARTICLE 1.

Residential Area Covenants

1. The area covered by these covenants is the entire area described in the Plat of Somerset Highlands No. 3.
2. No structure shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and ridge heights in relation to existing grades, have been approved by the Architectural Control Committee hereinafter provided for, as to harmony of external design with existing structures, and location with respect to topography, view and finished grade elevations. No fence, wall or hedge shall be erected placed or altered on any lot nearer to any street than the actual building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall. Variances may be granted by the Architectural Control Committee.
3. No dwelling costing less than \$60,000 shall be permitted on any lot, exclusive of lot cost. The dwelling cost shall be based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1,800 square feet for one-story non-basement type houses, nor less than 1,400 square feet for one story dwellings with basement, nor less than 1,100 square feet for dwellings of more than one story, except that dwellings of more than one-story shall not have a finished area of less than 1,800 square feet.
4. No structure shall be located on any lot nearer to the rear or front lot line than the minimum setback requirements of the City of Bellevue. No lot shall have access to S.E. 47th Place or 144th Avenue S.E. except Lots 2, 3, 4, 5, 27, 28, 30, 37, 38, 42 and 49. Sideyard setbacks shall be at least five feet with total cumulative sideyard setback not less than fifteen feet. Accessory buildings may be permitted nearer to rear lot lines as permitted by City ordinance. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the dwelling, provided, however, that this shall not be construed to permit any portion of a dwelling on a lot to encroach upon another lot.
5. Easements for utilities and drainage facilities are hereby reserved to the undersigned, their successors and assigns, over a 2.5 foot wide strip along each side of interior lot lines and over the front and rear five feet of each lot. Other easements for installation and maintenance of utilities are hereby reserved to the undersigned, their successors and assigns as shown on the recorded plat of Somerset Highlands No. 3.
Within the easements for utilities and drainage, no structure 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 and flow of drainage channels in the easements. The utility and drainage easement areas of each lot and all improvements within the said utility and drainage easement areas shall be maintained continuously by the owner of the lot except for those improvements for which a public authority or utility company is responsible.
6. No noxious or offensive activity shall be carried on upon any lot nor anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No structure of a temporary character, trailer, basement, tent, shack, garage barn or any other outbuilding shall be used on any lot at any time as a residence, either temporarily or permanently.
8. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
9. No trailer or camper of any type, no truck larger than 3/4 ton, no truck of any type mounting a camper, boat, or other large body, shall be parked in front of the setback line of any lot or in a location visible from any street or adjoining lot. Neither shall any of the aforesaid be parked overnight on the street in front of any lot except for an occasional vehicle belonging to a guest.
10. All wiring to any building of any type shall be underground.
11. No animals except dogs, cats, caged birds and fish in tanks will be permitted on any lot.

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a. All ordinances, rules, regulations or other directives of government authorities with respect to the keeping of animals shall be complied with strictly and expeditiously by all owners.

b. No more than two (2) dogs and two (2) cats shall be domiciled on any lot, although unweaned puppies or kittens shall be permitted in excess of said numbers.

c. No mules, swine, goats, pigs, ducks, geese or any other fowl or animals shall be kept upon the property.

12. No radio or television antennae, or transmitters shall exceed the roof ridgeline of a dwelling and no separate towers therefore shall be permitted.

13. No lot shall be used except for residential purposes except home occupations approved by the City of Bellevue shall be allowed. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling not to exceed two and one-half stories in height unless approved by Architectural Control Committee and a private car shelter for not less than two cars.

14. No individual water supply shall be permitted on any lot.

15. No subdivision of any lot shall be permitted.

16. No individual sewage disposal system shall be permitted on any lot.

Prosecution of Construction Work

17. 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 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 exterior completion of the building or structure constructed thereon. In the event of undue hardship due to weather conditions this provision may be extended upon written approval of the Architectural Control Committee:

Garbage Cans and Refuse Disposal

19. 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 residences.

ARTICLE II

Duration and Enforcement of Covenants

These covenants shall remain in full force and effect for a period of 21 years from the date these covenants are recorded, after which time they shall be automatically extended for successive periods of 10 years unless an instrument signed by the owners of a majority of the lots, agreeing to amend or terminate these Covenants in whole or in part, is filed or recorded within the one-year period immediately preceding the date of expiration.

. These covenants may be amended at any time by an instrument signed by an 85% majority of all the lot owners.

ARTICLE III

Architectural Control Committee

There is hereby designated and appointed an Architectural Control Committee consisting of three members, hereinafter called "the Committee." The initial members of the Committee shall be: Donald W. Bender, J. Donald Bowman and C. A. Swanson.

The Committee may unanimously designate one or more of its members or a third person to act for and on behalf of the Committee with respect to both ministerial matters and the exercise of judgments vested In the Committee and his action shall be the decision of the Committee. In the event of the death, resignation or other inability to see of any member of the Committee, the remaining member or members shall have the authority (but not the obligation) to designate a successor. Neither the members of the Committee nor its designated representatives shall be entitled to any compensation for services performed on behalf of the Committee and shall have no financial obligation of any kind based upon their action as members of the Committee. At any time subsequent to five years from the date on which these covenants are recorded, the owners of a majority of the lots within the properties shall have the authority to remove from office any member or members of the Committee with or without cause and designate a successor or successors.

All buildings and structures, including wall, fences and swimming pools to be erected within the properties are subject to the approval of the 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 Committee before construction or alteration is started and such construction or alteration shall not be started until written approval thereof is given by the Committee.

In the event the Committee fails to approve or disapprove plans submitted to it within 30 days after submission, such plans and specifications shall be deemed to have been approved by the Committee; provided, however, the lot owner shall then deliver copies of the submitted plans and specifications to the owners of each adjacent lot, together with a

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statement to the effect that said plans and specifications have been submitted to the Committee, that 30 days have expired since the date of said submission, that no action has been taken thereon by the Committee, and that unless suit is commenced within 10 days of the date of delivery, construction will be commenced pursuant to said plans and specifications. If no suit to enjoin construction pursuant to said submitted plans and specifications is commenced within 10 days after copies thereof have been delivered to adjacent lot owners as herein provided, construction may be commenced and completed in accordance with said plans and specifications. No owner shall be enjoined or subjected to other equitable relief or required to respond in damages to any other owner or owners for any action taken or construction commenced or completed either with the approval of the Committee or, if the Committee falls to act within 30 days, subsequent to giving notice to adjacent owners as herein provided,

Plans or specifications shall in each case be delivered and permanently left with the Committee. As to all improvements, construction and alterations, the Committee shall have the right to refuse to approve any design, plan or color, which is not suitable or desirable in the Committee's opinion for any reason, aesthetic or otherwise, and in so passing upon such design, plan or color, the Committee shall have the right to take into consideration the suitability of the proposed building or structure and 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 structure or alterations therein as planned, on the outlook of the adjacent or neighboring property and any and all other factors which in the Committee's opinion shall effect the desirability or suitability of such proposed structure, improvement or alteration.

ARTICLE IV

Maintenance of Exteriors, Yards and Trees

All street area planters and plantings shall be maintained by the adjacent property owners. In the event an owner shall fail to maintain the exterior of the premises and the improvements situated thereon or to maintain an undeveloped vacant lot, or trim or remove trees whose height and location obstructs the view of other property, in a manner satisfactory to the Architectural Control Committee, the Committee shall have the right to enter upon said parcel and to repair, maintain and restore the lot and the exterior of the buildings or any other improvements thereon if the owner thereof shall fail to respond in a manner satisfactory to the Committee within thirty (30) days after mailing of adequate notice, by certified or registered mail, to the last known address of the Owner. The cost of such repair, maintenance, or restoration shall be assessed against the owner, and the Committee shall have the right to cause to be recorded a claim of lien for labor and material furnished, which lien may be enforced in the manner provided by law for the enforcement of Mechanics and Materialmans liens,

ARTICLE V

No construction (except fences) or removal of native live trees over four-inch caliper shall be undertaken within the area included in the "Native Growth Protection Easement" as indicated in the face of the plat.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its proper officers on July 21, 1977. Signed by Citizens Federal Savings & Loan Association (Robert H. Kessey, VP, & Janet Mackin, Secretary) and Westmark Development Corporation (P. Edward Dean, President & James C Dobrick, Secretary-Treasurer)

FIRST AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS,
RESTRICTIONS, LIMITATIONS, CONDITIONS AND AGREEMENTS FOR
THE PLAT OF SOMERSET HIGHLANDS #3

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 #3, recorded in Volume 103 of Plats, Pages 66 through 69, Records of King County, Washington under King County Auditor's File No. 7707220940 (the "Declaration"), hereby votes for, enters into and executes this First Amendment to the Declaration (the "Amendment") effective the twenty-first day of July, 1998

The Declaration is hereby amended as follows:

A. The following language replaces that of Article II, (Duration and Enforcement of Covenants

After July 21, 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 #3

B. Declaration, Article III (Architectural Control Committee) - the 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 #3. 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.