

**PROTECTIVE COVENANTS OF
SOMERSET EAST DIV. 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, 2000, 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 situate in Somerset East Div. 1 to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation. All costs incurred in enforcement shall be at the expense of the violator or violators.

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

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

No building or structure shall be erected, constructed, or maintained or permitted upon such residential lots, except 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 five (5) 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 nine hundred (900) square feet for a completely finished dwelling of more than one story, and a minimum of thirteen hundred (1300) square feet for a dwelling with more than one story with an unfinished basement, unless approved by the 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. 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 the 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 of less than sixty (60) feet at the minimum building setback line, nor shall any dwelling be erected or placed on any lot having an area of less than seventy-two hundred (7200) 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 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 concrete walls and rockeries, fences and swimming pools, to be constructed in Somerset East Div. 1 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 building approved the Building Committee.

As to all improvements, constructions and alterations in Somerset East No. 1, 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 in 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 of such building have been approved in writing by a majority of a Committee composed of J. Lennox Scott, Thomas Hermsen, Robert W. Westover, Jr. and Gordon Sparks, 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 locations 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 education radio and television transmission. Said antennas and towers that are disapproved may not be erected.

After forty (40) houses in Somerset East Div. 1 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 the 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. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and (a) over the rear five (5) feet of each lot, and (b) over a five (5) foot strip along each side of interior lot lines. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may change the direction or 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 for which a public authority 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, 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 East Div. 1 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 East Div. 1 shall, at any time 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 vehicle other than private family automobiles. Boats, trailers and campers may be stored on a lot provided that they are not visible from the street or from other lots and are screened from view in a manner approved by the architectural committee.

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 constructions. No trees of any type, other those existing at the time these restrictive covenants of Somerset East Div. 1 are filed, shall be allowed to grow more than twenty (20) feet in height, provided they do not unnecessarily interfere with the view of another residence. The Building Committee shall be the sole judge in deciding whether there has been such interference. In case of violation, the Building Committee shall have enforcement powers as set forth in Paragraph 1 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 residences.

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 residencies.

15. LANDSCAPING AND MAINTENANCE OF COMMON AREAS. It shall be the responsibility of contiguous property owners to share equally in landscaping and maintenance of common areas.