

SOMERSET NORTH SLOPE

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

Recorded under Auditor's File
No. 7710260270 104/77-79

THIS INDENTURE AND DECLARATION of covenants running with the land, made this **3rd day of January, 1977**, by PARKWOOD HOMES INC., a Washington corporation. 7850-159th Pl. N. E.. Redmond, Washington.

WITNESSETH:

WHEREAS, said party is the owner in fee of SOMERSET NORTH SLOPE, an addition to King County, Washington, as recorded in Volume 104 of Plats, pages 77, 78 79, records of King County, which property is located in King County, Washington and

WHEREAS, it is the desire of said parties that said covenants be recorded and that said protective covenants be thereby impressed upon said land for the mutual benefit of all owners, present and future, now therefore

IT IS HEREBY MADE KNOWN THAT said parties do by these presents make, establish, confirm and hereby impress upon SOMERSET NORTH SLOPE an addition to King County, Washington, according to plat thereof recorded in Volume 104 of Plats, pages 77, 78, 79, records of King County, Washington, which property is located in King County, Washington, the following protective covenants to run with said land and do hereby bind said parties and all of their future grantees, assignees and successors to said covenants for the term hereinafter stated and as follows:

The area covered by these covenants is the entire area described above.

Each lot in each block in the premises or all or portions of two or more lots having an area not less than one of the constituent lots shall be designated as "residence tracts". No building shall be erected, altered, placed or permitted to remain on any residence tract other than one detached single family dwelling, one detached private garage and other accessory buildings permitted by zoning ordinance, provided that a contractor's shed may be erected and used during the period of construction of a dwelling and that a real estate sales office may be erected and used on the premises during the period of original sale of residence tracts and homes.

No building shall be erected, placed or altered on any residence tract until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the architectural control committee, hereinafter referred to as the A.C.C., as to quality of materials, harmony of exterior design with existing structures and as to location on the residence tract with respect to topography and finished grade elevation as well as with respect to the building on the adjoining residence tract. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the 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.

No dwelling shall be permitted to be erected, altered, placed or permitted to remain on any residence tract having a ground floor area of the main structure of one level exclusive of open porches and garage of less than 1,000 square feet. No dwelling shall be permitted on any lot at a cost of less than \$30,000.00 based upon cost levels prevailing on the date these covenants are recorded. It being the intention and purpose of the covenant 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 for the minimum permitted dwelling size. Based upon a conclusion of the A.C.C. expressed in writing that the harmonious development of the premises will not be adversely affected, a tri-level or a two story dwelling may be permitted. In such event, the minimum floor area of a tri-level will be the same as one story and the two story minimum will be 900 square feet on the ground floor.

No building shall be located on any residence tract nearer than 20 feet to the front boundary line or nearer than 20 feet to any side street line. No building shall be located nearer than 5 feet to any interior boundary line. No building shall be located nearer than 15 feet from any existing power line easement. No dwelling shall be located on any interior residence tract nearer than 25 feet to the rear boundary line, except that, this distance may be reduced to 20 feet with the written approval of the A.C.C., for the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that **it is not** construed to permit any portion of a building on a residence tract to encroach upon another residence tract.

With written approval of the A.C.C., a one-story detached garage may be located nearer to a street than above provided where natural elevation of the tract along the established minimum building setback line is more than either 8 feet above or 4 feet below the street and where in the opinion of said committee the location of architectural design of such proposed garage will not detract from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided,

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Each structure shall be completed as to external appearance, including finished painting within 12 months from the date of commencement of construction.

Easements for drainage facilities are reserved over a 2 1/2 feet wide strip along each side of interior lot lines and over the rear five feet of each lot, Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of public record. 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 channels in the easements, or which may obstruct or retard the flow of water through drainage channels 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.

No noxious or offensive activity shall be carried on upon any residence tract, nor shall anything be done thereon which may be or may become in annoyance or nuisance to the neighborhood.

No structure, other than a structure specifically permitted, shall be placed, used or permitted to remain on a residence tract. No structure, other than a dwelling, the exterior of which has been completed, shall be used on any residence tract at any time as a residence, either temporarily, or permanently.

Business and commercial use of property prohibited. No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind shall be conducted or carried on upon any residential lot or within any building located on a residential lot, nor shall any goods, equipment, vehicles (including buses, trucks and trailers of any description) or materials or supplies used in connection with any trade, service, or business, wherever the same may be conducted, or any vehicles on excess of 6,000 pounds gross weight (including buses, trucks and trailers of any description) used for private purposes, be kept, parked, stored, dismantled or repaired outside of any residential lot which may be or way become in annoyance or nuisance to the neighborhood.

No lot or tract shall be used as a dump for trash or rubbish of any kind. All garbage and other waste shall be kept in appropriate sanitary containers for proper disposal. Yard rakings, such as rocks, lawn and shrubbery clippings, and dirt and other material resulting from landscaping work shall not be dumped into public streets or ditches. The removal and disposal of all such materials shall be the sole responsibility of the individual lot owner. Should any individual lot owner or contract purchaser fail to remove any such trash, rubbish, garbage, yard rakings and other such materials, from his property or the street and ditches adjacent thereto, within ten (10) days following the date of which notice is mailed to him by the Developers or the A.C.C. informing him of such violation, then the Developer or the A.C.C. may have said trash removed and charge the expense of removal to said lot owner or purchaser. Any such charge shall become a continuing lien on the property, which shall bind the property in the hands of the then owner or contract purchaser, and his successors in interest. Such charge shall also be a personal obligation of the one who is the owner or contract purchaser of the lot involved on the date of removal.

No owner or contract purchaser of any residential lot shall permit any vehicle owned by him or by any member of his family or by any acquaintance, and which is in an extreme state of disrepair, to be abandoned or to remain parked upon any street within the existing property for a period in excess of forty-eight (48) hours. Should any such owner or contract purchaser fail to remove such vehicle within two (2) days following the date on which notice is mailed to him by the Developer or the A.C.C. informing him of a violation of this provision, the Developer or the A.C.C. may have such vehicle removed and charge the expense of removal to said owner or purchaser in accordance with the provisions of the immediately preceding paragraph. A vehicle shall be deemed to be in an extreme state of disrepair when in the opinion of the A.C.C. its presence offends the reasonable sensibilities of the occupants of the neighborhood.

No sign of any kind shall be displayed to the public view on any residence tract except one professional sign of not more than one square foot, one sign of not more than 5 square feet advertising the property for the sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

No oil drilling, oil development operations or refining, quarrying or other mining operations of any kind shall be permitted upon or in any residence tract nor shall wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any residence tract. No derrick or other structure designed for the use in boring for oil, gas or other minerals shall be permitted upon any residence tract.

No animals, livestock, or poultry of any kind shall be raised, bred or kept on any residence tract, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose or do not become a nuisance.

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No residence tract reserve area or unplatted portion shall be used as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in a sanitary closed container. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

No surface water shall be connected to sanitary sewer pipe lines. For the protection of sewer pipe lines there shall be no blasting of any kind on any portion of the premises after any portion of the sewer pipe lines are installed, unless the permission of the A.C.C. shall first be obtained in writing.

No individual water-supply system shall be permitted on any lot.

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

No building shall be placed nor shall any material or refuse be placed or stored on any lot within 20 feet of the property line of any park or edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

No fence, wall hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner residence tract within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any residence tract within 10 feet from the intersection of a street property line with the edge of the driveway. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sightlines. No fence, will or hedge shall be erected, placed or altered on any lot nearer to any street than the building setback line.

For the period until 90% of said residence tracts shall be originally sold by the grantors or developers, or by the successor or successors in interest of any thereof the A.C.C. shall be composed of John M. Nord, Robert Walker, and June Morrison. The written approval of any two of the members of the A.C.C. shall constitute the approval of said committee. During said period in the event of the death or refusal or incapacity to act of any of the. Designated members of said committee, the remaining members are authorized to appoint a successor by instrument in writing filed with the King County Auditor's office of the State of Washington. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed, pursuant to this covenant.

All applications to the committee for approval shall be in writing, shall be served upon the committee at the office of Parkwood Homes, Inc., 7850 - 159th Pl. N. E., Redmond, Washington and shall be supplemented by such supporting data as the committee shall require. Action by a majority of the committee shall be controlling. The committee's approval or disapproval as required in this covenant shall be in writing. In the event the committee, or its designated representatives, fails to approve or disapprove within 30 days after a location plan and plans and specifications for a building have been submitted to it, or in any event, if no suit to enjoin the construction, has been commenced prior to the completions thereof, approval will not be required and the related covenant shall be deemed to have fully complied with.

These covenants are to run with the land and shall be binding on the granters and on all persons claiming under them for a period of 30 years from the date those covenants are recorded, after which time said covenants shall automatically be extended for successive periods of 10 years unless an instruments signed by a majority of the owners of the residence tracts has been recorded, agreeing to change said covenants in whole or in part.

Enforcement shall be by proceedings at law or in equity against any person or persons, violating or attempting to violate any covenant either to restrain violation or to recover damages.

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

These Protective Covenants shall henceforth be referred to as SOMERSET NORTH SLOPE COVENANTS.

PARKWOOD HOMES, INC.
By: John W. Nord, President

RAINIER MORTGAGE COMPANY
By: Elsie S. Sybert, Asst. VP
By: Rod Marshall, Asst. VP