

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS  
LIMITATIONS, CONDITIONS PROTECTIVE AGREEMENTS WITH RESPECT TO  
THE PLAT OF SOMERSET RIDGE LOCATION, SECTION 15 TOWNSHIP 24  
NORTH, OF RANGE 5 EWM.

IT IS HEREBY MADE KNOWN that M & R DEVELOPMENT CO., INC. A Washington Corporation, does by these presents make, establish, confirm and impress upon all lots in the Plat of Somerset Ridge recorded in Volume 100 of plats, pages 35 and 36, records of King County, Washington, 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 shall run with the land and shall be binding upon all parties thereto and all persons owning lots in the Somerset Ridge Plat or claiming under them until January 1, 2006, 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. 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 Ridge and the recording of this instrument in which these restrictive covenants are set forth, and to the recording of all amendments hereof.

If the parties hereto, the owners of lots in the Somerset Ridge Plat, 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 Ridge to prosecute in 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, or both. All Costs and expenses incurred, including reasonable attorney fees, in such proceedings shall be at the expense of the violator or violators, who shall be subject to judgment for the same.

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 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 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 two and one half (2 1/2) 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 to 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 main floor area of the main structure, exclusive of one story open porches and garages, shall not be less than thirteen hundred (1300) 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.

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 to the rear lot line than the minimum building setback lines, if any, shown on the recorded plat of Somerset Ridge. In any event, no such building or

structure (exclusive of fences or 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 minimum set-back from the opposite interior side yard line shall be ten (10) feet, nor nearer than eighty (80) feet to any rear lot line except upon the approval of the Building Committee as set forth in these covenants. No dwelling shall be erected or placed on any lot having a width of less than fifty (50) feet at the minimum building set-back line, 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 houses.

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 Ridge 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 including garage shall not exceed 15' 0" above the top of the curb measured at the center of the lot except for lot 1 shall be 10' - 0", Lot 2 shall be 10' 0", Lot 3 shall be 11' 0", and Lot 4 shall be 13' 0", above the top of the curb measured at the center of the lot. Any adjustment upwards in height shall be solely the decision and approval of the Somerset Ridge Building Committee.

Said plans or specifications shall be prepared by an architect or a competent house-designer approved by the Building Committee. All buildings or structures shall be erected or constructed by a contractor or house builder approved by the Building Committee.

In addition, each submitted plan must have a plot plan attached showing the following information:

1. Lot dimensions
2. House placement on lot.
3. Elevation of basement and main floors with relation to point on curb.
4. Elevation of highest ridge line.

As to all Improvements, constructions and alterations in Somerset Ridge, 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 herein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view 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.

5. THE BUILDING COMMITTEE. The Building Committee shall be initially composed of two representatives of M & H Development Co., Inc., and/or any additional person or persons appointed from time to time by M & H Development Co., Inc., its successors or assigns. In the event of the death, disability, resignation, or inactivity in committee work of any committee member, the remaining members, or M & H Development Co., Inc., its successors or assigns, in the event there are no remaining members, shall be authorized to appoint successor members of the Committee. After January 1, 1980, all privileges, powers, rights and authority shall be vested in a committee of no less than three (3) and no more than five (5) individuals to be selected by the owners of a majority of the lots in the Somerset Ridge Plot.

6. PROSECUTION OF CONSTRUCTION WORK. Any dwelling or structure erected or placed on any residential lot in this subdivision shall be completed as to 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 yard landscaping must be completed within one hundred twenty (120) days from the date of sale 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 installations and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat and (a) over the rear ten (10) feet of each lot, and (b) over a five (5) foot strip along each side of interior lot lines. A pedestrian access easement ten (10) feet in width is reserved, the centerline of which is the common lot line of lots 11 and 12, Somerset Ridge. 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. 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. Plans and specifications for such underground piping must be approved by the Building Committee at the time the house plans are approved for construction purposes.

8. NOXIOUS 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 situated in Somerset Ridge may use the legal powers as set forth in paragraph (1) of General Provisions.

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

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 or any type, other than those existing at the time these restrictive covenants of Somerset Ridge are filed, shall be allowed to grow to a height where they unnecessarily interfere with the view from 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 1 of GENERAL PROVISIONS.

10. 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 bred or maintained for commercial purposes, and further provided they do not become a public nuisance.

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. The adjoining lot owners shall be responsible for the maintenance and replacement of mail box structures.

12. 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. 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 with the exception of a real estate for sale or for rent sign, the maximum size of which shall meet the Bellevue City Code.

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

15. LITIGATION SUCCESSORS OF GRANTOR. In the event of litigation arising out of restrictive covenants of Somerset Ridge, the grantee or grantees so involved, shall be liable for the Payment of all attorney fees, court costs and/or other expenses or loss incurred by M & H DEVELOPMENT CO., INC., in enforcing these restrictive covenants of Somerset Ridge.

The term M & H DEVELOPMENT CO., INC., as used in the covenants of Somerset Ridge shall refer to M & H DEVELOPMENT CO., INC., or to any successor of said corporation, whether by change of name, consolidation, merger, transfer of business, resignation or otherwise, or any grantee of said corporation's entire remaining interest in Somerset Ridge, provided that said grantee is designated by said corporation in the deed of transfer or written document attached thereto, as "successor" or M & H DEVELOPMENT CO., INC.