

# PORTION OF SOMERSET WOODS

## DECLARATION OF PROTECTIVE COVENANTS

79/30,31

Acknowledged December 17, 1969,  
Recorded December 22, 1969, under  
Auditor's File No. 6601309

1. DEFINITIONS The following words when used in this declaration or any supplemental declaration (unless the context shall prohibit) shall have the following meanings:

(a) "The Property" shall mean all such existing property subject to this declaration or any supplemental declaration.

(b) "Lot" shall mean any plot of land shown upon any recorded plat of the properties.

(c) "Owner" shall mean the record owner, whether one or more persons or entities, and specifically including the developer, of the fee simple title to any lot situated upon the properties, but shall not include a contract seller or a mortgagee.

(d) "Contract Purchaser" shall mean any person or persons acquiring fee simple title to any lot or lots by a real property contract of sale. (e) "Developer" shall mean and refer to said Samuel M. Hess and Imogene C. Hess, and their successors and assigns. The term "successors and assigns" as used in this subparagraph (e) does not include purchasers from the developer (or from its successors and assigns) of individual lots

(f) "A.C.C." shall mean and refer to the Architectural Control Committee as provided for and defined in these covenants.

2. PROPERTY SUBJECT TO THIS DECLARATION The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this declaration is located in King County, Washington, and is described in Exhibit A attached hereto and incorporated herein as though set forth in full binding upon all parties thereto and all persons claiming under them, until July 1, 1989, at which time said restrictive covenants shall be automatically extended for successive periods of ten (10) years unless seventy (70%) percent or more of the owners, and contract purchasers, by an instrument or instruments in writing, duly signed and acknowledged by them, terminate said restrictive covenants as they pertain to residential lots, or building sites, and termination shall become effective upon the filing of such instrument of record in the office of the Auditor of King County, Washington. These restrictive covenants may not be amended without the approval of the developer until after the expiration of the powers and duties of the original Architectural Control Committee, and/or its successors, as provided for here in, and then only by an instrument properly executed and acknowledged by 70% or more of the owners and contract purchasers, which shall be recorded in the office of the Auditor of King County, Washington. The provisions of this declaration are declared to create mutual, equitable covenants and servitudes for the benefit of the developer, each owner or contract purchaser of a lot or building site subject to said covenants, and their successors in interest. Enforcement of these covenants, conditions and restrictions may be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant, condition or restriction either to restrain violation and/or to recover damages, and failure of the developer, the Architectural Control Committee or any owner or contract purchaser to enforce any covenant, restriction, or exercise any rights herein contained shall in no event be deemed a waiver of the right to do so thereafter. All costs incurred enforcement shall be at the expense of the violator or violators.

4. 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 area of which parcel shall be not less than that required for the use district in which it is located.

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 other than one detached single family dwelling for single family occupancy only, not to exceed two stories in height, and a private garage or carport for not more than three standard size automobiles. No dwelling shall be permitted on any lot or building site at a cost of less than \$17,000.00 exclusive of land, based upon cost levels prevailing on the date these covenants are recorded, it being the intent and purpose of the covenant to assure that all dwellings shall be of 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.

The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than fourteen hundred (1400) 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 minimum of twelve hundred (1200) square feet for a dwelling of more than one story, with an unfinished basement, unless approved by the A.C.C.

5. BUILDING LIMITS No dwelling house or garage or any part hereof, or in any other structure (exclusive of fences and similar structures) shall be placed on any lot or building site nearer than twenty (20) feet to the front building site line, no nearer than five (5) feet to any side of building site line, nor nearer than twenty (20) feet to any rear building site line. In the case of corner building sites, the front yard set-back shall be a minimum of twenty (20) feet and the adjoining exterior street building site line setback shall be a minimum of fifteen (15) feet. Where it is architecturally feasible, it is recommended that all garages and carports be attached to, or incorporated in and made a part of the dwelling houses. No fence, wall, hedge or mass planting other than foundation planting shall be permitted to extend nearer to any street than the

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minimum setback line of the residence, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two (2) feet above the finished grade at the back of said retaining wall, provided, however, that no fence, wall, hedge or mass planting shall at any time, where permitted, extend higher than six (6) feet above ground. The Architectural Control Committee shall have the authority in any individual case to make such exceptions to the building set back and fence requirements set forth herein as said committee shall in its uncontrolled discretion deem necessary or advisable.

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 or building site 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. Nor shall any rotary beams or other similar devices be constructed on any residential lot or building site without the written approval of the A.C.C.

6. APPROVAL OF PLANS BY ARCHITECTURAL CONTROL COMMITTEE. All buildings and structures including concrete or masonry walls, rockeries, fences and swimming pools, to be constructed within the property shall be approved by the A.C.C. 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 A.C.C. before construction or alteration is started, and such construction or alteration shall not be started until written approval thereof is given by the A.C.C.

All plans and specifications for approval by the A.C.C. 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 A.C.C. 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 A.C.C. Two complete sets of said plans and specifications shall in each case be delivered to and permanently left with the A.C.C. All buildings or structures shall be erected or constructed by a contractor or house builder approved by the A.C.C.

As to all improvements, constructions and alterations within the property, the A.C.C. 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 A.C.C. 'a opinion, for any reason, aesthetic or otherwise, and in so passing upon such design, the A.C.C. 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 A.C.C. 's opinion, shall affect the desirability or suitability of such proposed structure, improvements, or alterations.

7. THE ARCHITECTURAL CONTROL COMMITTEE No building, fence, hedge, boundary wall, or other structure shall be erected, placed or altered on any residential lot or building site until the building plans, specifications and plot plan showing the location of such improvement have been approved in writing by a majority of a Committee composed of David W. Lozier, Jr., David W. Lozier, Sr., and Samuel H. Hess, 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 or building sites, 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 or the termination of Lozier Construction, Inc.'s interest in the property, which termination shall automatically terminate the membership and authority of David W. Lozier, Jr., and David W. Lozier, Sr., 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 attorney's 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 one (1) year after completion of construction of a single family dwelling and the sale of said dwelling to the initial owner/occupant on all of the building sites within the property.

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 or building sites. 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, or are not deemed to be in accordance with the esthetic, view or other requirements of these covenants in regard to structures and alterations. Said antennas and towers that are disapproved may not be erected, or shall be removed if erected.

After forty (40) lots or building sites in the property have been sold, the then owners shall met and form a committee for the purpose of maintaining entry area and arrangement for the payment of any water and power bills incurred. Those

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costs to be handled in an informal manner by committee action and not to be construed as lienable claim on any of the lots or building sites.

8. PROSECUTION OF CONSTRUCTION WORK Any dwelling or structure erected or placed on any residential lot or building site 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 A.C.C.

9. 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 building site, and (b) over a five (5) foot strip along each side of interior building site 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. The easement area of each lot or building site and all improvements in it shall be maintained continuously by the owner of the building site, 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 A.C.C. shall be piped at the purchaser's expense to the nearest underground public storm sewer line or street gutter.

10. NOXIOUS USE OF PROPERTY No trade, craft, business, profession, commercial or manufacturing enterprise or business or commercial activity of any kind, including day schools nurseries, or church schools shall be conducted or carried on upon any residential lot or building site, or within any building located on a residential lot or building site, nor shall any goods, equipment, vehicles, (including buses, boats, campers, 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, be kept, parked, stored, dismantled, or repaired outside of any residential lot or building site or on any street within the existing property nor shall anything be done on any residential lot or building site which may be or may become an annoyance or nuisance to the neighborhood. No premises shall 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 or building site or public street. In the event any such condition shall exist, any person entitled to hereunder may use the legal powers as set forth in these covenants.

No trailer, camper, basement, tent, shack, garage, barn, or other outbuilding or temporary structure erected or situated within the property 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 A.C.C.

The streets in front of the lots shall not be used for the overnight parking of any vehicle other than private family automobiles and shall not be used for the storing of any boats, trailers, camper vehicles, trucks or other vehicles of any nature. 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 or building site unless the same is stored or placed in a garage or other fully enclosed space.

11. FENCES AND HEDGES All fences, hedges, or boundary walls situated anywhere upon any residential lot or building site must be approved in writing by the A.C.C. as to its height and design prior to construction. Fences shall be well constructed of suitable fencing materials and shall be artistic in design and shall not detract from the appearance of the dwelling house located upon the lot or building site or be offensive to the owners or occupants thereof, or detract from the appearance of the dwelling houses located on the adjacent lots or building sites. No trees of any type, other than those existing at the time these restrictive covenants are filed, shall be allowed to grow in height to a point where they shall noticeably and unreasonably interfere with a view from another residence. The A.C.C. shall be the sole judge in deciding whether there has been such unreasonable interference. In case of violation, the A.C.C. shall have enforcement powers as set forth in these covenants.

12. 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.

13. 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 A.C.C.

14. 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.

15. SIGNS No sign of any kind shall be displayed unless written approval is received from the A.C.C., with the exception of a real estate for sale or for rent sign the maximum size of which shall be two feet by three feet.

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

EXHIBIT A: The legal description of the real property as referenced in Section 2 herein, and which is subject to this entire declaration is as follows:

Lots 16 to 33 inclusive in Block 1; Lots 1, 2, 3 and 4 in Block 4; Lots 1 to 18 inclusive in Block 5; and Lots 1 to 27 inclusive in Block 6, all in the plat of Somerset Woods as recorded in Volume 79 of plats, pages 30 and 31, records of King County, Washington.

### 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.

AFTER RECORDING RETURN TO:

Leahy.ps

25 Central Way, Suite 310  
Kirkland, WA 98033  
(425)889-8191



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KING COUNTY, WA

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE PLAT OF SOMERSET WOODS**

Grantor/Declarant: SOMERSET COMMUNITY ASSOCIATION, a Washington non-profit corporation

Grantee: OWNERS OF LOTS IN SOMERSET WOODS  
Additional names on pg. N/A

Abbreviated

Legal Description: Plat of Somerset Woods recorded in Vol. 79 of Plats, Pgs. 30 and 31, King County. Declaration recorded at 6601309.

Tax Parcel IDs #: 785670 (Master/Major Tax Parcel Number)

Reference # (if applicable): 6601309.

**FIRST AMENDMENT TO DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS FOR  
THE PLAT OF SOMERSET WOODS**

A Plat recorded in 1969 at Volume 79 of Plats, pages 30 and 31, in the records of King County, created the Plat of Somerset Woods ("Somerset Woods"). A Declaration of Covenants, Conditions and Restrictions recorded in 1969 bearing recording number 6601309 created restrictive covenants affecting the Lots and Properties in Somerset Woods ("the Covenants"). Section 2 of the Covenants provides that they may be amended by a properly executed instrument signed by seventy percent (70%) of the Owners of Lots in Somerset Woods. This is the First Amendment of the Covenants ("the Amendment").

To satisfy requirements of Section 2 of the Covenants;

1. Not less than seventy percent (70%) of the Owners acted to approve the Amendment;

2. The Owners acted to approve the Amendment by executing the Agreement to Amend Restrictive Covenants ("the Agreement") which is attached as Exhibit A to the Amendment and is incorporated herein by this reference; and

3. Through their execution of the Agreement, the Owners expressly authorized and instructed the President and Secretary of the Somerset Community Association ("the Association") to take the actions being taken here to record the Amendment in the records of King County.

NOW, THEREFORE, the President and the Secretary of Somerset Community Association certify the Covenants to have been amended in the following particulars:

*A. The second sentence of Section 2 of the Covenants is deleted in its entirety and the following sentence is inserted in its place.*

After December 31, 2005, these Covenants, as amended, may be subsequently amended at any time by an instrument or instruments in writing, duly signed by a simple majority of all owners of lots in the Plat of Somerset Woods, which amendments shall become effective upon the recording of the instrument(s), or a duly authorized memorandum thereof, in the office of Records and Elections for King County, Washington.

- B. *Section 7 of the Covenants is hereby amended to delete from the first sentence of that section the words "composed of David W. Lozier, Jr., David W. Lozier, Sr., and Samuel H. Hess, or their designated representative," and to delete in its entirety the second sentence, and to insert the following provision after the amended first sentence of Section 7.*

**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 A.C.C. in the Declaration. The CRC shall be composed of five (5) members, nominated by the Somerset Community Association and elected by a plurality vote of 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 one-year term. In its discretion, the CRC may assess a Lot Owner a reasonable fee for services performed as required under the Declaration, which fee shall not exceed \$100. It is the obligation of the Somerset Community 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 PROCEDURE.**

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.

Time and Place. Within 10 (ten) 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.

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.

Mediation Conference. At the mediation conference, all affected parties shall have an opportunity to be heard.

Findings & Recommendations. Within ten (10) days after the mediation conference, the mediators shall issue written findings and recommendations to both the Complainant and Respondent.

Costs. The party requesting the mediation shall bear the cost of a reasonable fee assessed at the discretion of the CRC for a completed mediation, not to exceed \$100.

*D. The following new Paragraph shall be added to the Declaration.*

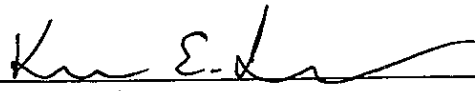
**CONSTRUCTION.** In the event of any inconsistency or ambiguity between the terms of this Amendment and the original Declaration, this Amendment shall control. Except as modified herein, all terms, provisions and conditions of the Declaration shall remain in full force and effect.

This Amendment may be executed in counterparts and any number of counterparts signed in the aggregate by the Lot Owner(s) shall constitute a single original Amendment.

*E. This Amendment to the Declaration shall take effect upon recording. The terms of this Amendment to the Declaration shall control over and implicitly amend any inconsistent provision of the Declaration or the Bylaws of the Association. Except as amended by this instrument, the Declaration shall remain in full force and effect.*

Dated this 5<sup>th</sup> day of December, 2006 WJ/KT

Somerset Community Association

By:   
President

ATTEST: The above amendment was properly adopted.

By:   
Secretary



STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF KING )

*fk*

On this 5<sup>th</sup> day of December, 2006, personally appeared before me WENYUN JI, and Kevin Turner who furnished satisfactory evidence that they are President and Secretary, respectively, of Somerset Community Association, the non-profit corporation that executed the instrument above, and who acknowledged it to be the free and voluntary act of the Association for the uses and purposes mentioned within it, and who on oath stated that they were authorized to execute the instrument.

Dated this 5<sup>th</sup> day of December, 2006 *fk*



Frank W. Klein  
Notary Public in and for the State of Washington.  
My Appointment Expires May 2, 2009  
Print/type name Frank W. Klein