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316652

Articles of Agreement

These Articles of Agreement made and entered into this <u>Just</u> day of March, 1940, by and between William B. Spurgeon and Julia H. Spurgeon, his wife; Robert H. Risener Mat O. Risener, his wife; Adelta N. Baulson, a widow, and Wary O. Risener, his wife; Adelta N. Baulson, a widow, peter F. Boutilier a bachdor; Manley L. Tiffany and Sophia Retta Tiffany, his wife; Deap Hight and Fern L. Hight, his wife; and C. W. Johnson and Comparison, his wife; and Guy Genham and Margania Graham, his wife, who are the several owners of the property located in Block 27, Bremerton Heights, and Block 11 Navy Yard City. Kitsap County, Washington, to-wit: That owned by Robert H. Risener and Marg O. History, his

wife, is Lots 9 and 10, Block 27, Bremerton Heights;

That owned by Adelia N. Paulson, a widow, is Lots 11 and 12. Block 27, Bremerton Heights.

That owned by Peter F. Boutilier and <u>a Boutun</u> Boutilier, his wife, is Lots 13 and 14. Block 27, Bremerton Heights;

That owned by Manley L. Tiffany and Sophia Retta Tiffany, his wife, is Lots 23, 28 and 29. Block 27, Bremerton Heights,

That owned by Dean Hight and Fern L. Hight, his wife, is Lots 24 and 25, Block 27, Bremerton Heights;

That owned by C. W. Johnson and Realize Tashnoon, his wife, is Lots 37 and 38, Block 27, Bremerton Heights;

That owned by Guy-Graham and Jurgania Graham, his wife, is Lots 10 and 20, Block 11, Navy Yard City.

That owned by William B. Spurgeon and Julia H. Spurgeon, his wife, is the remainder of said lots in said blocks except and 114/2 block 27 Burnuton Aught And it is understood and mutually agreed, that any and all of said properties shall hereafter be held and owned, subject to the provisions, conditions and restrictions hereinafter set forth; and that they shall run with the land and the titles thereto, and are forever binding upon each and all of the parties hereto, their heirs, executors, administrators and assigns, to-wit:

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1. No buildings or structures other than single family dwelling houses or residences of the reasonable value of \$2,000. To or more, shall ever be erected or placed upon the said property or any subdivision or portion thereof, and no such single family dwelling shall ever be erected on any tract or subdivided parcel of said land comprising less than two (2) lots described above or that contains less than 6,000 square feet, and not more than one such single family dwelling shall be erected or place on any tract or subdivision thereof comprising less than two (2) lots described above or that contains less than 6,000 square feet; provided, however, that not over one single or double private garage, not exceeding 20' x 24' may be erected on any tract or subdivision thereof which contains 6,000 square feet or over.

2. Any dwelling or garage erected or placed on said property shall set back at least twenty- (20) feet from Evans Avenue, Charleston Avenue, First Street, and Second Street, abutting thereon, and at least five (5) feet from the side lines of said tracts or subdivisions of said land on which said building is placed; providing, however, that any garage erected or placed on the rear end of any tract or subdivision thereof (farthest from the street or road) may be placed up to the property lines providing no part thereof over-hangs the adjoining property.

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5. No fence over three (3) feet high and other than light weight, light membered ornamental iron or metal shall be erected on any part of the property between the front of the house and the street abutting thereon. This restriction may be enforced by Court order, but not by forfeiture.

4. No livestock or fowl shall be kept on any tract or subdivision of said property, which may be deemed a nuisance to any other owner of any of said property. This restriction may likewise be enforced by Court order, but not by forfeiture.

5. No mercantile business, store, saloon, beer parlor, machine shop, automobile sales place or repair shop nor other business place shall be erected or maintained on any part of said property, nor shall intoxicating liquor or beer ever be sold or manufactured for sale on any part or portion of the said property.

6. No persons of any race other than the Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent the occupancy by domestic servants of a different race domiciled with an owner or tenant.

7. These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

8. If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of vo.200 metric the covenants herein it shall be lawful for any other person or persons owning any real property situated in said develop. or persons owning any real property situated in said develop. ment or subdivision to prosecute any proceedings at law or in ment or subdivision to prosecute any proceedings or attempting equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or to violate any such covenant and either to prevent dues for them from so doing or to recover damages or other dues for

such violation. 9. 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, 10. Any deeds or conveyances of any of the above 10. Any deeds or conveyances to these

described restrictions. IN TESTIMONY WHEREOF, we have hereunto set our hands to this and duplicate copies on this 2 day of March,

1940 .

H. Hight Deo Kund, High

