

PROTECTIVE COVENANTS

Know all men by these presents that Ida V. Isle Williams, Riley C. Masterson, Gladys L. Masterson, Leif M. Nelson, Dorothy C. Nelson, R. A. Oraker, Mary E. Oraker, Harvey Williams, Lizzie Williams, Adrian Aarts and Henny Aarts, the owners in fee simple of all of the following described property, on their behalf and on behalf of all subsequent purchasers and owners of any part of said property, do hereby impose the following Protective Covenants on all of that property situate in the State of Washington and County of Kitsap described as follows:

Lots One (1) to Eight (8) inclusive, and Lots Thirteen (13) to Sixteen (16) inclusive, Block One (1), Tract One (1), Adams' Replat of a part of Sheridan, and all of

Broadview addition,

the same to be referred to or be incorporated in and to be considered a part of every contract of sale and deed to any part or portion of the said property, and First Federal Savings and Loan Association of Bremerton, a corporation organized under the laws of the United States of America, does hereby certify and agree that the following covenants shall be prior to any mortgage now held by said Association covering any of the above described property and does hereby agree that any such mortgage shall be subject to the following covenants to the same extent as if these covenants had been filed of record prior to the date of filing any such mortgage.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, at which time said Covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

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 other person or persons owning any real property situated in said development or subdivision 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.

Invalidation of any one of those Covenants by judgement or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

(1) All lots in these tracts shall be known and described as residential lots except Lot Fifteen (15), Block Three(3), Plat of Broadview. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two and one-half stories in height and a private garage for not more than two cars and other outbuildings incidental to residential use of the plot.

(2) No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been

approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation by a committee composed of P. E. Rosenbarger, B. H. Branch and Robert Goss, or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representatives, fails to approve or disapprove such design and location within 30 days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after July, 1943. Thereafter the approval described in this 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 lots in this subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(3) No building on any residential plot shall be located nearer than twenty (20) feet to the front lot line nor nearer than ten (10) feet to any side street line. No such building shall be located nearer than five (5) feet to any side lot line, except that any detached garage or other outbuilding on any lot in Block One (1), Two (2), Three (3) and Four (4), or the plat of Broadview, located seventy-two (72) feet or more from the front lot line may be built up to the side lot line.

(4) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4850 square feet or a width of less than 50 feet at the front building setback, except that a residence may be erected or placed on Lots Two (2), Nine (9), Twelve (12) and Nineteen (19) in Block One (1), plat of Broadview and on Lots Two (2), Nine (9), Twelve (12) and Nineteen (19), Block Two (2), plat of Broadview.

(5) Lot Fifteen (15), Block Three (3), Plat of Broadview is hereby reserved for retail business use, on which lot a one story retail store building, of architectural design that will be harmonious with the dwellings in this tract, may be erected.

(6) No noxious or offensive trade or activity 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.

(7) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

(8) No dwelling costing less than \$3,000.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet in the case of a one-story structure nor less than 672 square feet in the case of a one and one-half, two, or two and one-half story structure.

(9) An easement is reserved over the rear five (5) feet of each lot in Block Five (5), plat of Broadview, and each lot in Adams' Replat of a part of Sheridan, described above, for utility installation and maintenance.

(10) No fence shall be permitted to extend nearer to any street line than the minimum building setback line and in no event shall such a fence exceed Four(4) feet in height.

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

(12) That any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance including finished painting within 6 months from date of commencement of construction and shall be connected to septic tank or public sewerage.

IN WITNESS WHEREOF the said Ida V. Isle Williams, Riley C. Masterson, Gladys L. Masterson, Leif M. Nelson, Dorothy C. Nelson, R. A. Oraker, Mary E. Oraker, Harvey Williams, Lizzie Williams, Adrian Aarts and Henny Aarts have hereunto set their hands and seals and the First Federal Savings and Loan Association of Bremerton has caused these presents to be executed by its proper officers and its corporate seal to be affixed this 3rd day of July, 1941.

<u>R. A. Oraker</u>	<u>Ida V. Isle Williams</u>
<u>Mary E. Oraker</u>	<u>Harvey Williams</u>
<u>Riley C. Masterson</u>	<u>Lizzie Williams</u>
<u>Gladys L. Masterson</u>	<u>Adrian Aarts</u>
<u>Leif M. Nelson</u>	<u>Henny Aarts</u>
<u>Dorothy C. Nelson</u>	

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BREMERTON



By Carl J. Thulman
President
Be Luss Seely
Secretary

STATE OF WASHINGTON)
COUNTY OF KILLARNEY) ss.

THIS IS TO CERTIFY, that on this 3rd day of July A.D. 1941, before me, the undersigned, a notary public in and for the State of