

339276

AMENDED AND SUPPLEMENTARY BUILDING RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That Bessie Harlow Burks, the sole Executrix of the Francis A. Harlow estate and Trustee of the Francis A. Harlow estate, does hereby place the following restrictions, superseding all former restrictions, on the

PLAT OF HARLOW, KITSAP COUNTY, WASHINGTON.

Each and every restriction is to be a part of every contract of sale of any part of said tract and each restriction shall run with the land in favor of every other tract, and each restriction shall be a part of the consideration in every deed and contract of sale for any tract; 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 for record prior to the date of filing any such mortgage:

I

All plots in the tract shall be known and described as residential tracts, except lots 1, 2, 3, Block 3, and all of Block 4, which lots may be used for residential purpose or for any purpose necessary to the supply of water. No plot shall be used for saloons, beer parlors, taverns, nor can any wines or beer or intoxicating liquor be sold or manufactured thereon.

II

No building shall be placed upon any residential plot or allowed to remain there other than one detached, single family dwelling, not to exceed two stories in height and a private garage for not more than three cars and a boat and bath house, as hereinafter described, and such other buildings as are incidental to residential use.

III

No residence or appurtenant building shall be located on any residential building plot nearer than twenty (20) feet or more than thirty-five (35) feet to the front street boundary, nor nearer than five (5) feet to any side of the plot. Nor shall any building be more than seventy-five (75) feet from the front property line, unless said building is within ten (10) feet of the high water mark and comes under the regulations set forth for boat and bath houses.

There shall be no boat or bath house or other buildings on the water front that is not a permanent constructed structure of the same quality as the residential building located thereon; nor may any such building extend more than 12 feet in height above the high water mark or 10 feet above the ground, whichever is the higher. No float or dock shall be constructed or maintained that is not of a quality of the residence placed on the property nor shall such dock or float extend an unreasonable distance in the lake.

IV

No residential structure shall be erected or placed on any building plot which plot has an area of less than 5000 square feet nor a width of less than 50 feet at the front building setback line, except that a residence may be erected or placed on lot 3, Block 4; Lots 8, 9, and 10, Block 1, shall constitute but two building plots; Lots 5 and 4, Block 4, shall constitute but one building plot as shown on recorded plat.

V

No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

VI

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

VII

No dwelling costing less than \$3250.00 shall be permitted on Lots 1 to 10 inclusive, Block 1, and Lots 1 to 22, Block 2, inclusive. The ground floor area of the main structure, exclusive of one story open porches and garages, shall be not less than 750 square feet in the case of a one story structure, nor less than 600 square feet in case of 1½ or 2 story structure.

VIII

No dwelling costing less than \$2500.00 shall be permitted on Lots 1 to 19, Block 3, inclusive, and Lots 1 to 5, Block 4, inclusive. The ground floor area of the main structure, exclusive of one story open porches and garages shall be not less than 650 square feet, in case of a one story structure, nor less than 500 square feet, in case of a $1\frac{1}{2}$ or two story structure.

IX

Any dwelling or structure erected or placed on any plot in the Addition shall be completed as to external appearances within six months from the date of commencement of the construction.

X

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.

XI

There shall run with each plot an undivided interest in the land set aside in this plat as a private beach. Said beach shall remain the undivided and common property of the owners of residential plots in said addition for their joint recreation, use and enjoyment, and it is not dedicated to the public, but that such use and enjoyment of said beach by the owner of any plot in this

addition shall be contingent upon the payment of his pro rata share of the cost of the development, maintenance and upkeep of said beach in accordance with such rules and regulations as may be adopted from time to time by a majority of such owners using and enjoying said private beach; provided, however, that nothing in the restrictions in said plat, as herein set forth shall be deemed or construed to constitute or allow any charge or lien of any kind upon any plot in this addition for the development or maintenance of such recreational beach.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for a successive period of ten years unless by a vote of the majority of the then owners of the plots it is agreed to change the 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 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 of these covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, the said BESSIE HARLOW BURKS has hereunto set her hand and seal, and the said corporation has caused this instrument to be executed by its proper officers and its corporate seal to be hereunto affixed this

11th day of June, 1941. Bessie Harlow Burks ^{Trustee} X

Bessie Harlow Burks
 Executrix of the estate of Francis
 A. Harlow, deceased
 FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
 of Bremerton, a corporation

By E. J. Furlmer
 President

By De Pass Seely
 Secretary

STATE OF WASHINGTON)
) ss.
 COUNTY OF KITSAP)

I, the undersigned, a Notary Public in and for the States of Washington, residing at Bremerton, in the above named County and State, duly commissioned, sworn and qualified, do hereby certify that on this 11th day of June, 1941, before me personally appeared BESSIE HARLOW BURKS, as Trustee of the Estate of Francis A. Harlow, deceased, to me known to be the individual described in, and who executed the within instrument, and acknowledged to me that she signed and sealed the same as her free and voluntary act and deed in the capacity and for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year first above written.

[Signature]
 Notary Public in and for the State of
 Washington, residing at Bremerton.

HARLOW

DESCRIPTION

A PART OF GOVERNMENT LOT 6, SECTION 17, TOWNSHIP 24 NORTH, RANGE 1 EAST, W.M. BEGINNING AT THE N.W. CORNER OF GOVERNMENT LOT 6; RUNNING THENCE S 89° 28' 01" E ALONG THE NORTH LINE OF SAID GOVERNMENT LOT 6, 620.14 FEET; THENCE S 39° 09' 26" E 922.70 FEET TO THE WEST LINE OF THE NE 1/4 OF SAID SEC. 17; THENCE S 1° 28' 04" W TO THE SHORE LINE OF KITSAP LAKE; THENCE NORTHWESTERLY ALONG THE SHORE LINE OF KITSAP LAKE TO THE POINT OF BEGINNING. TOGETHER WITH THE TIDE LANDS FRONTING AND ABUTTING THE ABOVE DESCRIBED TRACT.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED, H. A. HARLOW, AND BESSIE HARLOW BURKS, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS, AVENUES, PLACES AND SEWER EASEMENTS OR WHATEVER PUBLIC PROPERTY THERE IS SHOWN ON THE PLAT AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS, BLOCKS, TRACTS, ETC. SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, AVENUES AND ALLEYS SHOWN HEREON, ALSO THE RIGHT TO DRAIN ALL STREETS OVER AND ACROSS ANY LOT OR LOTS WHERE WATER MIGHT TAKE A NATURAL COURSE AFTER THE STREET OR STREETS ARE GRADED. ALL LOTS, TRACTS OR PARCELS OF LAND EMBRACED IN THIS PLAT ARE SUBJECT TO AND SHALL BE SOLD ONLY UNDER THE FOLLOWING RESTRICTIONS AND RESTRICTIONS RECORDED IN VOLUME 263 OF DEEDS PAGE 1, RECORDS OF KITSAP COUNTY, STATE OF WASHINGTON.

NO PERMANENT STRUCTURE OR BUILDING SHALL BE CONSTRUCTED ON ANY LOT, TRACT OR PARCEL OF THIS PLAT CLOSER THAN 20 FEET TO THE MARGIN OF ANY STREET OR ROAD. NO LOT, TRACT OR PORTION OF A LOT OR TRACT OF THIS PLAT SHALL BE DIVIDED AND SOLD, OR RESOLD, OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OR ANY PORTION OF THIS PLAT SHALL BE LESS THAN 3000 SQUARE FEET OR LESS THAN 40 FEET IN WIDTH AT ITS NARROWEST PART.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS SEVENTH DAY OF MAY, 1940.

SIGNED BY
POWER OF ATTORNEY.

BY: H. A. Harlow
Bessie Harlow Burks

Bessie Harlow Burks

SIGNED BY BESSIE HARLOW BURKS
AS EXECUTRIX OF THE F.A. HARLOW
ESTATE.

ACKNOWLEDGEMENT

STATE OF WASHINGTON
COUNTY OF KITSAP

THIS IS TO CERTIFY THAT ON THE 7th DAY OF May A.D. 1940 BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, DULY COMMISSIONED AND SWORN, PERSONALLY APPEARED BESSIE HARLOW BURKS, AS ATTORNEY IN FACT FOR H.A. HARLOW AND AS EXECUTRIX OF THE F.A. HARLOW ESTATE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS HER FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

IN WITNESS WHEREOF I HAVE HEREUNTO SET MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

John W. Blanton
NOTARY PUBLIC IN AND FOR THE
STATE OF WASHINGTON, RESIDING AT
Port Orchard, Wash.

I, REINA M. OSBURN TREASURER OF KITSAP COUNTY, WASHINGTON HEREBY CERTIFY THAT ALL TAXES ON THE ABOVE PROPERTY ARE FULLY PAID UP TO AND INCLUDING THE YEAR 1941

Reina M. Osburn
COUNTY TREASURER

APPROVED BY ME THIS 29 DAY OF April A.D. 1940

John H. Pattison
COUNTY ENGINEER

APPROVED BY THE BOARD OF COUNTY COMMISSIONERS
THIS 7th DAY OF MAY A.D. 1940

P. J. Corsetti
CHAIRMAN OF THE BOARD
OF COUNTY COMMISSIONERS

ATTEST:
Edgar D. Smith
COUNTY AUDITOR AND CLERK
BOARD OF COUNTY COMMISSIONERS

FILED FOR RECORD AT THE REQUEST OF Bessie Harlow Burks
ON June 3 1940 AT 45 MINUTES
PAST 2 AND RECORDED IN VOLUME 6 OF PLATS, PAGE
15 RECORDS OF KITSAP COUNTY, STATE OF WASHINGTON.

Edgar D. Smith
COUNTY AUDITOR

BY: Margaret McPherson
DEPUTY

I HEREBY CERTIFY THAT THIS PLAT OF HARLOW IS BASED ON AN ACTUAL SURVEY AND SUBDIVISION OF SECTION 17, TWP. 24 N., RANGE 1 E., W.M. THAT THE DISTANCES AND COURSES OF ANGLES ARE SHOWN THEREON CORRECTLY, THE MONUMENTS HAVE BEEN SET AND ALL LOT AND BLOCK CORNERS HAVE BEEN STAKED ON THE GROUND.

Jas. R. Pattison
LAND SURVEYOR

