269190 BUILDING RESTRICTIONS.

VOL220 PAGE120

BE IT REMEMBERED, That J.W. Bryan and Lorenz Bryan, husband and wife, owners in fee simple of all of J.W. Bryan's Second Addition to the dity of Bremerton, do hereby certify and agree to the following restrictions hereby placed upon the said property by the said owners on their own behalf and on behalf of subsequent purchasers and owners of said property, to be incorporated in and considered a part of e_{ref} contract of sale and deed to any of the said lots or to any part of portion thereof, as follows, to-wit:

1. No buildings or structures other than single family dwelling houses or residences of the reasonable value of \$2,500.00 or more, shall ever be erected or placed on Lots One (1) to Eight (8) inclusive, nor on Lots Twelve (12) to Nineteen (19) inclusive of said addition, and not more than one such structure shall be erected or placed on any one of said lots.

2. Any dwelling erected or placed on said Lots One (1) to gigt (8) inclusive, shall be set back at least twenty-five feet west from Olympic Avenue and at least five feet from the marginal side lines of the lot or lots it occupies. Any dwelling erected or placed on said Lots Twelve (12) to Nineteen (19) inclusive, shall be set back at least twenty-five (25) feet east from Bryan Avenue and at least five feet from the marginal side lines of the lot or lots it occupies. 3. No buildings or structures other than single family dwelling houses or residences of the reasonable value of \$2,500.00, or more, or apartment houses or courts or duplex or double dwelling shall ever be erected or placed on Lots 9,10,11,20,21,22,23,24,25,26

VOL 220 PAGE 121

ever be used for other than residential or apartment purposes. If any building, court, or apartment erected on any of said lots shall occupy more than one lot the minimum valuation set forth in this paragraph shall be multiplied by the number of lots occupied by such building, court or apartment. All buildings or structures erected or placed on Lots Twenty-three (23) to Twenty-seven (27) inclusive, shall be set back at least twelve (12) feet west from Bryan Avenue and at least five (5) feet from the marginal side lines of the lot or lots it occupies.

4. No part of any building or structure (exclusive of the chimney) erected or placed on Lots Twenty-three (23) to Twenty-six (26) inclusive, shall be higher than twenty (20) feet above the established grade level of the west margin of Bryan Avenue at the center of the lot on which such structure is erected or placed.
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 reserved for residential purposes, nor in violation of this agreement, nor shall intoxicating liquor or beer ever be sold or manufactured for sale on any part or portion of the said addition.

6. Only persons of the Caucasian race shall ever be allowed to purchase, hold, own, have or lease said property or any part thereof.

• 7. A breach of any of the foregoing conditions shall cause said premises to revert to the grantors, each of whom shall have the right of immediate re-entry upon said premises upon the breach.

8. That a breach of any of the foregoing conditions, or any re-entry by reason of such breach shall not defeat or render invalid the lien of any mortgage, deed of trust, or other lien made in good faith and for value as to the said premises, or any part thereof; but said conditions shall be binding upon and

VOL 220 PAGE 122

effective against any owner of said premises, whose title thereto is acquired by foreclosure, trust sale or otherwise, as to any breach occuring after such acquirement of title.

9. All trees or shrubs placed on any of said Lots One (1) to Twenty-seven (27) inclusive, shall be kept trimmed so that their height shall not exceed sixteen feet. No fence other than light weight, light membered, or namental iron or metal shall be erected on any part of the lot lying between the rear of the house and the street or avenue in front thereof and no such fence shall exceed three (3) feet in height. These reservations in this paragraph may be enforced by notice and legal process but not by forfeiture,

10. That the stipulations, agreements and conditions herein contained are to apply to and bind the heirs, executors, administrators, and assigns of the grantors whether as grantors in a deed of any of said property, or as vendors in any contract of sale or sale of any parcel of said property, and upon the heirs, executors, administrators, successors and assigns of any grantee or vendee of any contract of sale.

11. At any time hereafter these reservations may be altered, amended or abrogated by written agreement and consent of all of the owners of all of the said addition and of all persons having any lien, mortgage or interest therein. Such agreement in order to be effective must be executed, signed and acknowledged by each and every such owner or interested person in the manner and form required for the conveyance

3.

VOL 220 PAGE 123

of real property.

IN WITNESS WHEREOF the said J.W.Bryan and Lorena Bryan have hereunto set their hands and seals this 23day of July,1937.

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STATE OF WASHINGTON SS: COUNTY OF KITSAP

I, the undersigned, Notary Public in and for the State of Washington, residing at Bremerton, do hereby certify that on this 28th day of July, 1937, personally appeared before ma, J. W. Bryan and Lorena Bryan, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes herein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 28th day of

July,1937.

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

Filed for Record alleg. 3, 1937, at 23, 19, 19 EDGAR D. SNITH, Kitsan Co. Author MA Request of



THE CITY OF BREMERTON BEING A REPLAT OF A PORTION OF URBAN'S

DESCRIPTION

THIS PLAT IS A REPLAT OF ALL OF URBAN'S ADDITION TO BREMERTON SAVE AND EXCEPT LOTS A, B, C, D, THE NORTH 100 FEET OF THE EAST 22.5 FEET OFLOTS, THE NORTH 100 FEET LOT 10, BLOCK 1; AND LOTI, WEST 1/2 LOT2, EAST 1/2 LOT 6, LOTS 7, 8,9 & 10 BLOCK 2; AND THE VACATED PORTION OF GREENE STREET LYING ALONG THE NORTH LINE OF SAID LOTS IN BLOCK 2 OF SAID URBAN'S ADDITION TO BREMERTON.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, J.W. BRYAN AND LORENA BRYAN, HUSBAND AND WIFE, OWNERS IN FEE SIMPLE OF ALL THAT POR-TION OF URBAN'S ADDITION COMPRIS-ING THIS REPLAT TO BE KNOWN AS J.W. BRYAN'S SECOND ADDITION TO BREMERTON, HEREBY DECLARE THIS REPLAT AND DO HEREBY DED-ICATE TO THE USE OF THE PUBLIC FOREVER ALL STREETS AND ALLEYS SHOWA THEREON!

IN WITHESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS STH. DAY OF JUNE, A.D. 1937

IN THE PRESENCE OF: JUI Injan Jillie Jean Man - mande . Than Jorena Y Tryan

ACKNOWLEDGEMENT

STATE OF WASHINGTON COUNTY OF KITSAP

THIS IS TO CERTIFY THAT ON THE STH. DAY OF JUNE, A.D. 1937 BEFORE ME THE UNDERSIGNED A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON DULY COMMISS-IONED AND SWORN, PERSONALLY APPEARED J.W. BRYAN AND LORENA BRYAN, HIS WIFE, 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 THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED

IN WITHESS THEREOF I HAVE HERE-UNTO SET MY HAND AND SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

ane WDD Notary Public in and for the / State of Washington Residing

in Bremerton

15 ENGINEERS CERTIFICATE THIS IS TO CERTIFY THAT I HAVE MADE A TRUE AND CORRECT SURVEY OF THIS REPLAT OF A PORTION OF URBAN'S ADDITION KNOWN AS J.W. BRYAN'S SECOND ADDITION TO BREMERTON. ALL STAKES AND MONUMENTS HAVE BEEN PLACED IN THE GROUND AS SHOWN ON REPLAT. ALL DIMENSIONS ARE SHOWN IN FEET. THIS SURVEY IS BASED ONA . LEGAL SUBDIVISION. Berry VIL ENGINEER FILED WITH CITY CLERK . JUNE 5, 1937 EXAMINED AND APPROVED BY THE CITY COMMISSIONERS OF THE CITY OF BREMERTON, WASHINGTON. JULY 10,1937 MAYOR G!mcCall ATTEST CITY CLERK 20 DAY OF JULY A.D. 1937 CITY ENGINEER FILED FOR RECORD AT THE REQUEST OF J.W. BRYACY THIS 21 DAYOF JULY A.D. 1937 AT 22 MIN. PAST 4P.M. AND RECORDED IN VOL. 5 OF PLATS, PAGE 39 RECORDS KITSAP COUNTY, WASHINGTON. (dgaw Smith COUNTY AUDITOR, KITSAP COUNTY. WASHINGTON. REPRESENTS THE EXCEPTED PORTION OF URBAN'S ADDITION AND THE VACATED PORTION OF GREENE STREET. 3/4"X 24" IRON BAR SET AT CORNER OF EACH LOT.