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AGREEMENT AS TO BUILDING RESTRICTIONS

BE IT REMEMBERED, that DANIEL SOLIE and V. O. HARKINS, Vice-Presidnet and Secretary of the Olympic Building and Supply Presidnet and Secretary of the Olympic Building and Supply Corporation, a corporation, do hereby, on behalf of the said corporation, and on behalf of subsequent purchasers of the property hereinbelow described, and their assigns and successors in interest, certify and agree to the following restrictions in interest, certify and agree a property, the same to be upon the hereinafter described real property, the same to be incorporated in and considered a part of every contract and sale and deed to any part or portion of the following described real property, to-wit:

The Southeast Quarter of the Southeast Quarter of Section 2, Township 24 North, Range 1 East, W. M., Kitsap County, Washington,

of which tract Olympic Manor Subdivision to the city of Bremerton, Kitsap County, Washington, is a part, which subdivision has been platted and filed in the office of the County Auditor, Kitsap County, Washington, or to be filed therein; it being understood and agreed that any further plat or subdivision of the above described real property shall also be subject to the following restrictions, and that the protective covenants shall run with the land as above set forth in accordance with the terms and provisions, as follows:

1. These covenants are to run with the land above described, 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 part.

2. 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 doing so, or to recover damages, or other dues for such violation.

3. Invalidation of any one of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

4. All lots in the tract shall be known and described as residential lots.

5. 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.

6. No building shall be erected, placed, or altered on any building

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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 the building with respect to topography and finished ground elevation of a representative designated by a majority of the members of bial committee. In the event of death or resignation of any member of authority to approve or disapprove such design and location, or to committee, the remaining member, or members, shall have full designate a representative with like authority. In the event said disapprove such design and location within 30 days after said plans no suit to enjoin the erection of such building or the making of such alterations have been submitted to it or, in any event, if such alterations has been commenced prior to the completion thereof, to have been fully compled with. Neither the members of such any committee, nor its designated representative shall be entitled to to have been fully compled with. Neither the members of such any compensation for services performed pursuant to this Covenant any compensation for services performed pursuant to this Covenant the approval described in this Covenant shall be entitled to the approval described in this Covenant shall be required unless, shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointing a representative, previously exercised by said committee.

7. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 70 feet or more from the front lot line, shall be located nearer than 5 feet to any side lot line.

8. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 8000 square feet or a width of less than 60 feet at the front building setback line, EXCEPT that a residence may be erected or placed on lots numbers 7 and 8, Block 5, as shown on the recorded plat.filed or to be filed.

9. 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.

10. No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall at any time be used as a a temporarily or permanently, nor shall any structure of 11

11. No dwelling costing less than \$2,500.00 shall be permitted

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on any let in the tract. 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 the case of a one-story structure nor less than 550 square feet in the case of a one and one-half, two, or two and one-half story structure.

An easement is reserved over the rear 5 feet of each lot for 12. utility installation and maintenance.

13. 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 sewer.

14. 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.

15. That as to Lots along Brownsville Highway no building nor any driveway nor any other structure shall be placed or maintained between the east boundary of said lots along Brownsville Highway, and a line running parallel thereto and a distance of 10 feet west therefrom. Said 10 foot strip of ground running parallel to Brownsville Highway and adjacent thereto shall be used exclusively for the planting of shrubs and trees. Ingress and egrees of vehicular traffic is prohibited over said 10 foot strip which shall be planted with a screen of hard long-lived trees and shrubs. be planted with a screen of hard long-lived trees and shrubs.

> DATED at Bremerton, Washington, this 6th day of Olympic Building and Supply Corporation. lamit so 1 Vice-President

STATE OF WASHINGTON) County of Kitsap

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DATED a September, 1941.

On this 6th day of September, 1941, before me personally appeared DANIEL SOLLE and V. O. HARKINS, to me known to be the Vice-President and Secretary of the corporation that executed the foregoing instrument and be the foregoing instrument, and acknowledged said instrument to be the foregoing instrument, and acknowledged said instrument to be the free and voluntary act and deed of said corporation, for the uses the purposes therein mentioned, and on oath stated that they were tubor field to execute said instrument and that the seal affixed in the purpose seal of said corporation. LIC OF

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Secretary.

SS.

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

e ee Notary Fublic in and for the State of Washington, residing at Bremerton.

Sept. 10 PORT ORCHARD ABSTRACT COMPANY EDGAR D. SMITH, Kitsap Co. Auditor Art Filed for R



WEST 610 FEET OF THE EAST 640 FEET OF THE S.E.S.E.S.E.S.E.C. 2, TWP. 24 N., R.I.E.

CORPORATION" OWHERS , AND THE SECURITIES MORTGAGE CO., MORTGAGEE, OF THE LAND HEREBY PLATTED, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC NECESSARY CUTS AND FULLS UPON THE LOTS, BLOCKS, TRACTS SHOWN ON THIS PLAT IN THE REASONABLE ORIGINAL GRADING OF ALL STREETS, AVENUES, AND PLACES SHOWN HEREON, ALSO THE RIGHT TO DRAIN ALL STREETS AND AVER OVER ALL LOTS. TRACTS, OR PARCELS OF LAND EMBRACED IN THIS PLAT ARE NO PERSONS OF ANY RACE OTHER THAN THE WHITE



UNPLATTED I HEREBY (CERTITY THAT THIS PLAT OF OLYMPIC MANOR" IS BASED UPON AN ACTUAL SURVEY AND SUB-DIVISION OF SECTION 2, TOWNSHIP APPROVED BY ME THIS 15 DAY OF DECEMBER 24 M.R. I E., M.M., THAT THE DISTRICES AND COURSES OF ANGLES ARE SHOWN U.S.C&G. 1941. AD. THEREON CORRECTLY, THAT THE MONUMENTS HAVE BEEN SET AND ALL LOT Atten ANAWSTOCK CORNERS HAVE BEEN STAKED ON THE GROUND. STEPHENS COUNTY ENGINEER REID REGISTERED LAND SURVEYOR APPROVED BY THE BOARD OF, FILED FOR RECOMO AT THE REQUEST COUNTY COMMISSIONERS THIS STORY OF Olympic Bldg. O Supp OF January ON THE DAY OF Manuary 1942 TREASURER OF KITSAP COUNTY, WASHINGTON, HEREBY CERTIFY AT 32 MINUTES PASK 4 1 O'CLOCK P.M. THAT ALL TAXES ON THE ABOVE PROPERTY HAVE AND RECORDED IN VOL. 6 OF PLATS RECORDS OF RITSAP COUNTY PAGE 52 BEEN FULLY PAID 48, AND INCLUDING THE YEAR ATTESTI 1942 ¥ \$1943. AUDITOR AND CLERK OF THE BOARD OF TREASURER KITSAP COUNTY COUNTY AUDITOR COUNTY COMMISSIONERS. O INDICATES CONCRETE MONUMENTS. · IRON PIPES & OF HIGHWAY.