

337361

VOL 286 PAGE 244

PROTECTIVE COVENANTS

Know all men by these presents that Ray L. Schutt and Joan Schutt, husband and wife, and Henry Wischhoefer and Emma Wischhoefer, husband and wife, 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 situated in the State of Washington and County of Kitsap described as follows:

(A) All of the plat of The Highlands, as recorded in Volume 6 of Plats, on page 32, records of said County.

(B) Those portions of the South half  $\left(\frac{1}{2}\right)$  of the Southeast quarter  $\left(\frac{1}{4}\right)$  of the Southwest quarter  $\left(\frac{1}{4}\right)$  of the Southeast quarter  $\left(\frac{1}{4}\right)$  of Section Twelve (12), Township 24 N. R. 1E. W.M. described as follows:

(a) Beginning at a point which is N.  $88^{\circ}01'25''$  W. 30 feet and S.  $1^{\circ}50'46''$  W. 16 feet from the NE corner of said S. half  $\left(\frac{1}{2}\right)$  of the SE quarter  $\left(\frac{1}{4}\right)$  of the SW quarter  $\left(\frac{1}{4}\right)$  of the SE quarter  $\left(\frac{1}{4}\right)$  thence S.  $1^{\circ}50'46''$  W. 117.72 feet thence N.  $87^{\circ}57'10''$  W. 104.84 feet, thence N.  $1^{\circ}56'06''$  E. 117.59 feet; thence S.  $88^{\circ}01'25''$  E. 104.655 feet to point of beginning.

(b) Beginning at a point which is N.  $87^{\circ}52'56''$  W. 30 feet and N.  $1^{\circ}50'46''$  E. 16 feet from the SE corner of said S. half  $\left(\frac{1}{2}\right)$  of the SE quarter  $\left(\frac{1}{4}\right)$  of the SW quarter  $\left(\frac{1}{4}\right)$  of the SE quarter  $\left(\frac{1}{4}\right)$  thence N.  $1^{\circ}50'46''$  E. 117.72 feet; thence N.  $87^{\circ}57'10''$  W. 104.93 feet; thence S.  $1^{\circ}56'06''$  W. 117.59 feet thence S.  $87^{\circ}52'56''$  E. 105.115 feet to point of beginning.

(c) Beginning at a point which is S.  $87^{\circ}52'56''$  E. 30 feet and N.  $1^{\circ}56'06''$  E. 16 feet from the SW corner of said S. half  $\left(\frac{1}{2}\right)$  of the SE quarter  $\left(\frac{1}{4}\right)$  of the SW quarter  $\left(\frac{1}{4}\right)$  of the SE quarter  $\left(\frac{1}{4}\right)$  thence N.  $1^{\circ}56'06''$  E. 116.98 feet; thence N.  $87^{\circ}57'10''$  E. 100 feet; thence S.  $1^{\circ}56'06''$  W. 117/10 feet; thence N.  $87^{\circ}52'56''$  W. 100 feet to point of beginning.

(d) Beginning at a point which is S.  $88^{\circ}01'25''$  E. 30 feet and S.  $1^{\circ}56'06''$  W. 16 feet from the NW corner of said S. half  $\left(\frac{1}{2}\right)$  of the SE quarter  $\left(\frac{1}{4}\right)$  of the SW quarter  $\left(\frac{1}{4}\right)$  of the SE quarter  $\left(\frac{1}{4}\right)$  thence S.  $1^{\circ}56'06''$  W. 116.98 feet; thence N.  $87^{\circ}57'10''$  E. 100 feet thence N.  $1^{\circ}56'06''$  E. 117.10 feet; thence N.  $88^{\circ}01'25''$  W. 100 feet to point of beginning.

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

(1) No structure shall be erected, altered, placed, or permitted to remain on any lot or 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.

(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 Ray L. Schutt, Henry Wischhoefer and P. E. Rosenbarger, 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 representative, 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 January 1, 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) All lots or building plots shall front on Henry Place (as shown on the above described Plat) extended to the East and West boundaries of all the above described property.

(4) No building 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 building, except a detached garage or other outbuilding located seventy-five (75') feet or more from the front lot line, shall be located nearer than five (5') feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than thirty (30') feet from the front lot line.

(5) No residential structure shall be erected or placed on any lot or building plot, which has an area of less than 5800 square feet or a width of less than 50 feet.

(6) No noxious or offensive trade or activity shall be carried on upon any lot or building plot 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 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 \$3500.00 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 864 square feet in the case of a one-story structure nor less than 720 square feet in the case of a one and one-half, two, or two and one-half story structure.

(9) 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.

(10) 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 occupancy by domestic servants of a different race domiciled with an owner or tenant.

(11) 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 six (6) months from date of commencement of construction and shall be connected to septic tank or public sewerage.

IN WITNESS WHEREOF the said Ray L. Schutt, Joan Schutt, Henry Wischhoefer and Emma Wischhoefer have hereunto set their hands and seals this 1st day of March, 1942.

STATE OF WASHINGTON )  
COUNTY OF KITSAP ) ( ss.

THIS IS TO CERTIFY, That on this 1st day of March 1941, before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, personally came Ray L. Schutt, Joan Schutt, Henry Wischhoefer and Emma Wischhoefer to me known to be the individuals described in and who executed the within 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.

I, E.G. Culver, Notary Public in and for the State of Washington, residing at Bremerton, do hereby certify my hand and official seal the day and year in this certificate first above written.



Filed for Record May 29, 1941  
Request of BREMERTON TITLE CO.

EDGAR D. SMITH, Kitsap Co. Auditor

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

# THE HIGHLANDS

## **DESCRIPTION**

**THE HIGHLANDS**

**WINFIELD** (Top Left Plot)

- Dimensions: 100' x 16'
- Bearings: N. 10° 56' 06" E., S. 10° 56' 06" W.
- Platted: 100.00, 50, " (twice), 8, 7, 6, 5, 4, 3, 2, 1, 50, 50
- Unplatted: 116.98, 117.10, 117.17, 117.23, 117.29, 117.35, 117.41, 117.47, 117.53, 117.59, 117.65, 104.84'
- Address: 325.89'

**HENRY PLACE** (Bottom Plot)

- Dimensions: 100' x 16'
- Bearings: N. 10° 56' 06" E., S. 10° 56' 06" W.
- Platted: 100.00, 50, " (twice), 9, 10, 11, 12, 13, 14, 15, 16, 50
- Unplatted: 116.98, 117.10, 117.17, 117.23, 117.29, 117.35, 117.41, 117.47, 117.53, 117.59, 117.65, 104.93'
- Address: 664.885

**ALLEY** (Central Plot)

- Dimensions: 100' x 16'
- Bearings: N. 88° 01' 25" W., S. 87° 57' 10" W.
- Platted: 100.00, 50, " (twice), 7, 6, 5, 4, 3, 2, 1, 50
- Unplatted: 116.98, 117.10, 117.17, 117.23, 117.29, 117.35, 117.41, 117.47, 117.53, 117.59, 117.65, 104.655'
- Address: 664.63'

**Denotes Iron Pin 3/4" x 24"**

**SCALE: 1" = 50'**

KNOW ALL MEN BY THESE PRESENTS THAT RAY L. SCHUTT AND JOAN SCHUTT, HUSBAND AND WIFE,  
THE UNDERSIGNED, 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 THE  
STREETS, AVENUES, PLACES, ETC. 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:

SUBJECT TO AND SHALL BE SOLD ONLY UNDER THE FOLLOWING RESTRICTIONS:

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.

PORTION OF A LOT OR TRACT OF THIS PLAT SHALL BE DIVIDED OR RESOLD OR OWNERSHIP CHANGED OR TRANSFERRED WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN 3000 SQUARE FEET OR LESS THAN 40 FEET IN WIDTH AT ITS NARROWEST PART OR ANY OWNERSHIP LEFT WITHOUT BORDERING ON A STREET.

INERSHIP LEFT WITHOUT BORDERING ON A STREET.  
IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 15<sup>th</sup> DAY OF NOV. 1940.

~~HUSBAND~~

Jean Schutt

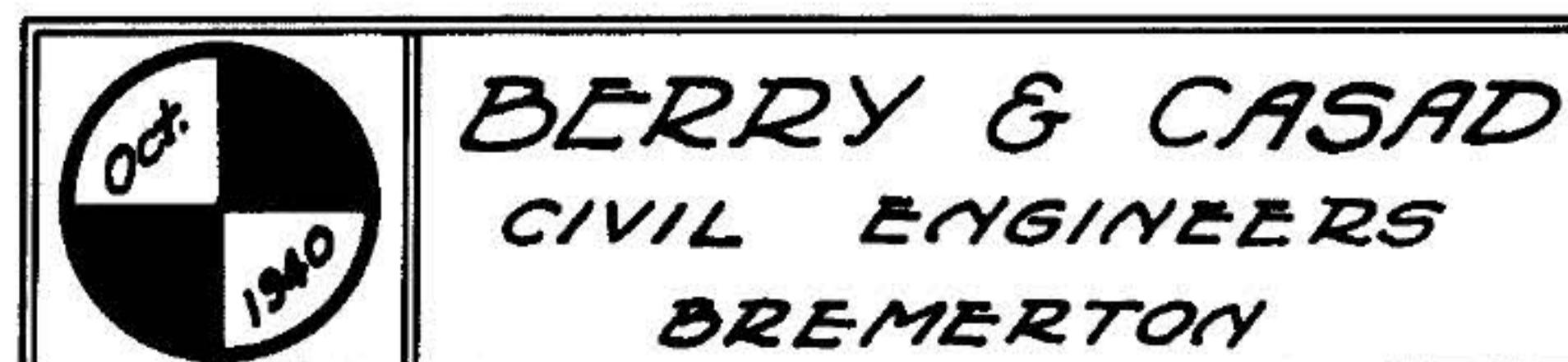
# **ACKNOWLEDGEMENT**

STATE OF WASHINGTON }  
COUNTY OF KITSAP } ss

THIS IS TO CERTIFY THAT ON THE 15<sup>th</sup> DAY OF NOV. A.D. 1940, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, PERSONALLY APPEARED RAY L. SCHUTT AND JOAN SCHUTT, HUSBAND AND 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 MENTIONED THEREIN.

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

**NOTARY PUBLIC IN AND FOR  
THE STATE OF WASHINGTON  
RESIDING AT BREMERTON**



THIS PLAT OF "THE HIGHLANDS" COM-  
PRISES ALL OF THE FOLLOWING- THE  
SOUTH  $\frac{1}{2}$  OF THE SE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$  SEC. 12  
TWP 24N. R 1E W.M. EXCEPT LATERAL  
HIGHWAY NO 3 & 4 TRACTS DESC. AS FOLLOWS-  
(1) BEG. AT A POINT WHICH IS N. $88^{\circ}01'25''$ W. 30 FT.  
E N. $1^{\circ}50'46''$ W. 16FT. FROM THE N.E. COR. OF SAID  
5 $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ - THENCE S.  $1^{\circ}50'46''$ W. 117.72 FT;  
THENCE N. $87^{\circ}57'10''$ W. 104.84 FT; THENCE N. $1^{\circ}56'06''$ E.  
117.59 FT; THENCE S. $88^{\circ}01'25''$ E. 104.655 FT TO P.O.B.  
(2) BEG. AT A POINT WHICH IS N. $87^{\circ}52'56''$ W. 30 FT.  
E N. $1^{\circ}50'46''$ E. 16FT. FROM THE S.E. COR. OF SAID  
5 $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ - THENCE N. $1^{\circ}50'46''$ E. 117.72 FT;  
THENCE N. $87^{\circ}57'10''$ W. 104.93 FT; THENCE S.  $1^{\circ}56'06''$ W.  
117.59 FT; THENCE S. $87^{\circ}52'56''$ E. 105.115 FT. TO P.O.B.  
(3) BEG. AT A POINT WHICH IS S. $87^{\circ}52'56''$ E. 30 FT.  
E N. $1^{\circ}56'06''$ E. 16FT. FROM THE S.W. COR. OF SAID  
5 $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ - THENCE N. $1^{\circ}56'06''$ E. 116.98 FT;  
THENCE S. $87^{\circ}57'10''$ E. 100 FT; THENCE S.  $1^{\circ}56'06''$ W.  
117.10 FT; THENCE N. $87^{\circ}52'56''$ W. 100 FT. TO P.O.B.  
(4) BEG. AT A POINT WHICH IS S. $88^{\circ}01'25''$ E. 30 FT.  
E S.  $1^{\circ}56'06''$ W. 16FT. FROM THE N.W. COR. OF SAID  
5 $\frac{1}{2}$  SE $\frac{1}{4}$  SW $\frac{1}{4}$  SE $\frac{1}{4}$ - THENCE S.  $1^{\circ}56'06''$ W. 116.98  
FT; THENCE S. $87^{\circ}57'10''$ E. 100 FT; THENCE  
N. $1^{\circ}56'06''$ E. 117.10 FT; THENCE N. $88^{\circ}01'25''$ W. 100 FT.  
TO P.O.B.

# **ENGINEERS CERTIFICATE**

I HEREBY CERTIFY THAT THE PLAT  
OF "THE HIGHLANDS" IS BASED UPON  
AN ACTUAL SURVEY AND SUBDIVISION  
OF SECTION 12, TWP. 24 N. R. 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.

W.J.Berry  
LAND SURVEYOR

# TREASURERS CERTIFICATE

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 1942.

Lena M. Osburn  
COUNTY TREASURER

*APPROVED BY ME THIS 16 DAY OF December  
1940 A.D.*

John H. Patterson  
COUNTY ENGINEER

APPROVED BY THE BOARD OF COUNTY  
COMMISSIONERS THIS 13 DAY OF January  
1911 A.D.

*ATTEST:*

~~George Johnson~~  
COUNTY AUDITOR AND  
CLERK OF BOARD OF  
COUNTY COMMISSIONERS

Chas. L. Klinefelter  
CHAIRMAN OF THE BOARD  
OF COUNTY COMMISSIONERS

FILED FOR RECORD AT THE REQUEST OF  
W. D. Parker on January 15 1941 AT  
30 MINUTES PAST 2 P.M. O'CLOCK AND  
RECORDED IN VOLUME 6 OF PLATS, PAGE 32  
RECORDS OF KITSAP COUNTY, WASHINGTON.

Eugene Smith  
COUNTY AUDITOR