

3123069

PROTECTIVE COVENANTS

A. E. Thompson and Ora Thompson, his wife, owners in fee simple of Lot three (3) Block one (1) of the following described Addition, and First Federal Savings and Loan Association of Bremerton, a corporation organized and existing under the laws of the United States of America, owner in fee simple of all of the following described Addition except Lot three (3) Block one (1), said corporation being the mortgagee of said Lot three (3) Block (1), do hereby certify and agree to the following protective covenants hereby placed upon all of

CLIPPER ADDITION, KING COUNTY, WASHINGTON

the same to be incorporated in and considered a part of every contract of sale and deed to any part or portion of said addition, and the said First Federal Savings and Loan Association of Bremerton does hereby certify and agree that the following protective covenants shall be prior to any mortgage now held by said corporation 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.

(1) No buildings or structures other than single family dwellings of the reasonable value of \$2,000.00 or more, and private garages for not more than two cars, and other outbuildings incidental to residential use of the plot, shall be erected or placed on the said property or any subdivision or portion thereof.

(2) No residential structure shall be erected or placed on any plot or portion of said addition, which plot has an area of less than 7,200 square feet nor a width of less than sixty (60) feet.

(3) No building shall be located nearer than thirty (30) feet from the West line of 22nd Avenue South or the East line of Des Moines Way, or nearer than twenty (20) feet from the North line of South 116th Street except that any building on Lot eight (8), Block one (1) need not set back more than ten (10) feet from the North line of said South 116th Street where it follows a course of S 52° 45' 50" W if it is not nearer than twenty (20) feet from the North line of said South 116th Street where it follows a course of N 89° 54' 10" W, all as shown on the recorded plat of Clipper Addition, and no building shall be located nearer than five (5) feet from the side lines of any lot or plat, providing, however, that any garage erected or placed on the extreme rear end of any lot or plot (farthest from the street or road) may be placed up to the property lines providing no part thereof over-hangs the adjoining property.

(4) No mercantile building, store, duplex house, apartment house, tavern, gas station, automobile sales or repair shop, machine shop or other business building shall be erected or maintained on any of said property, nor shall intoxicating liquor or beer be sold or manufactured for sale thereon, nor shall any business be conducted from any dwelling thereon.

(5) No noxious or offensive trade or activity shall be carried on upon any lot or plot nor shall any livestock or fowl be kept thereon or anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(6) No fence over four (4) feet high and other than light membered wood or metal shall be erected between the rear line of any building and the street fronting thereon. This limitation shall not apply to any fence existing at time of filing these covenants, but any fence now existing shall not be replaced excepting in conformance with this limitation.

(7) No persons of any race other than the white 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.

(8) 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.

(9) These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1966, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

(10) 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 Addition 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.

(11) Invalidity of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

(12) No breach of any of the foregoing covenants shall defeat or render invalid the lien of any mortgage, deed of trust, or other liens made in good faith and for value as to the said property or any part thereof, and said covenants shall be binding upon or effective against any owner of said premises whose title thereto is acquired by foreclosure, trust sale or otherwise.

In witness whereof the said A. E. Thompson and Ora Thompson have hereunto set their hands and seals and the First Federal Savings and Loan Association of Bremerton has caused its corporate name and seal to be hereunto subscribed and affixed and these presents to be executed by their officers thereunto duly authorized, this day of September, 1940.



FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION OF BREMERTON

BY E. J. Hulmer President

BY E. J. Hulmer Assistant-Secretary

A. E. Thompson

Ora Thompson

SCALE: 1" = 50 FT

CLIPPER ADDITION

(A PORTION OF THE NE 1/4 OF THE NW 1/4 OF SECTION 9, TWP. 23 NORTH,

RANGE 4 EAST, W.M.)

H.W. RUTHERFORD
ENGINEER.

DESCRIPTION

THIS PLAT OF CLIPPER ADDITION COVERS AND INCLUDES THE FOLLOWING DESCRIBED PARCEL OF LAND IN THE NORTHEAST QUARTER OF THE NORTH WEST QUARTER (NE 1/4 OF NW 1/4) OF SECTION NINE (9), TOWNSHIP TWENTY-THREE (23) NORTH, RANGE FOUR (4) EAST, W.M.: BEGINNING AT THE INTERSECTION OF A LINE 101.743 FEET SOUTH OF AND PARALLEL WITH THE NORTH BOUNDARY LINE OF SAID NORTHEAST QUARTER OF THE NORTHWEST QUARTER (NE 1/4 OF NW 1/4) OF SAID SECTION WITH THE SOUTHEASTERLY MARGINAL LINE OF 14TH AVENUE SOUTH - DES MOINES COUNTY ROAD N°982, NOW KNOWN AS DES MOINES WAY, AND RUNNING THENCE SOUTH 89°05'40" EAST, ALONG SAID PARALLEL LINE, 265.06 FEET TO THE WESTERLY MARGINAL LINE OF THE OLD MILITARY ROAD, NOW KNOWN AS 22ND AVENUE SOUTH; THENCE SOUTH 5°50'10" EAST, ALONG SAID MARGINAL LINE, 220.82 FEET TO THE NORTH WESTERLY MARGINAL LINE OF COUNTY ROAD N°88, KNOWN AS THE JOSEPH QUINN ROAD; THENCE, ALONG SAID NORTHWESTERLY MARGINAL LINE, SOUTH 52°45'50" WEST 73.96 FEET TO THE NORTHERLY MARGINAL LINE OF P.H. WESTERN COUNTY ROAD N°112 AS SAID ROAD IS NOW LOCATED AND CONSTRUCTED, SAID ROAD BEING KNOWN AS SOUTH 116TH STREET; THENCE NORTH 89°54'10" WEST, ALONG SAID NORTHERLY MARGINAL LINE OF SAID ROAD, 379.16 FEET, MORE OR LESS, TO AN INTERSECTION WITH THE SOUTHEASTERLY MARGINAL LINE OF SAID DES MOINES WAY; THENCE NORTHEASTERLY, ALONG SAID MARGINAL LINE, 307.71 FEET TO THE PLACE OF BEGINNING.

ALL COURSES AND DIMENSIONS ARE AS SHOWN ON THE FACE OF THE PLAT.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT A.E. THOMPSON AND ORA THOMPSON, HIS WIFE, OWNERS IN FEE SIMPLE OF THE TRACT DESIGNATED HEREON AS LOT 3, BLOCK 1, AND FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BREMERTON, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE UNITED STATES OF AMERICA, OWNER IN FEE SIMPLE OF THE TRACT OF LAND HEREBY PLATTED EXCEPTING THE TRACT DESIGNATED AS LOT 3, BLOCK 1, SAID CORPORATION BEING THE MORTGAGEE OF SAID LOT 3, BLOCK 1, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER THE STREET AND ALLEY SHOWN HEREON 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 OR FILLS UPON THE LOTS AND BLOCK SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF THE ALLEY AND STREET SHOWN HEREON.

IN WITNESS WHEREOF THE SAID PERSONS HEREIN BEFORE DESIGNATED AS OWNERS OF PROPERTY IN SAID PLAT, AND THE SAID CORPORATION HEREIN BEFORE DESIGNATED AS OWNER AND MORTGAGEE IN THE WITHIN "DEDICATION", HAVE HEREUNTO RESPECTIVELY SET THEIR HANDS AND SEALS, AND THE SAID CORPORATION HAS CAUSED ITS SEAL TO BE HEREUNTO AFFIXED THIS 28TH DAY OF JUNE, A.D. 1940.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION
OF BREMERTONBY: C.A. FULMER
ITS PRESIDENT

A.E. THOMPSON

ATTEST: E.G. EW BANK
ITS ASSISTANT SECRETARY

ORA THOMPSON

EXAMINED AND APPROVED THIS
14 DAY OF JUNE, A.D. 1940.H.H. SISLER
KING COUNTY ROAD ENGINEER

BY: DEPUTY

I HEREBY CERTIFY THAT THE WITHIN
IN PLAT OF "CLIPPER ADDITION"
IS DULY APPROVED BY KING COUNTY
PLANNING COMMISSION THIS 18TH
DAY OF JUNE, A.D. 1940.

R.G. TYLER
CHAIRMANOTWAY PARDEE
SECRETARYJOSHUA H. VOGEL
PLANNING ENGINEER AND
EXECUTIVE OFFICER.

FILED FOR RECORD AT THE REQUEST
OF KING COUNTY PLANNING COMMISSION
THIS 19 DAY OF JUNE, A.D. 1940,
AT 21 MINUTES PAST 4 P.M. AND
RECORDED IN VOLUME 36 OF PLATS,
PAGE 30, RECORDS OF KING COUNTY
WASHINGTON.

EARL MILLIKIN
KING COUNTY AUDITORBY: A.C. MILLER
DEPUTY COUNTY AUDITOR

EXAMINED AND APPROVED THIS 17TH DAY OF JUNE, A.D. 1940.

JACK TAYLOR

CHAIRMAN, BOARD OF KING COUNTY COMMISSIONERS

ATTEST: EARL MILLIKIN
CLERK, BOARD OF KING COUNTY COMMISSIONERSBY: MARION KELEZ
DEPUTY

VALLEY VIEW ADDITION

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RESTRICTIONS

NO LOT, OR PORTION OF A LOT IN THIS PLAT, SHALL BE DIVIDED AND SOLD, OR RE-SOLD, OR OWNERSHIP CHANGED OR TRANSFERRED, WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT STATED ON THIS PLAT, NAMELY, SIX THOUSAND (6000) SQUARE FEET, 50 WIDTH.

ALL LOTS IN THIS PLAT ARE HEREBY RESTRICTED TO RESIDENCE USE, GOVERNED BY RESTRICTIONS, RULES AND REGULATIONS OF COUNTY RESOLUTION N°6494 AND ANY SUBSEQUENT CHANGES MADE THEREIN BY OFFICIAL COUNTY RESOLUTION.

CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF "CLIPPER ADDITION" IS BASED UPON AN ACTUAL SURVEY OF THE LAND HEREBY PLATTED IN SECTION 9, TOWNSHIP 23 NORTH, RANGE 4 EAST, W.M., THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN CORRECTLY; THAT THE MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND, THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATIONS GOVERNING PLATTING.

H.W. RUTHERFORD
CERTIFICATE N°673, RENEWAL N°6710
DATED JAN. 1, 1940.

ACKNOWLEDGMENT

STATE OF WASHINGTON) ss
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 28TH 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 A.E. THOMPSON AND ORA THOMPSON, HIS WIFE, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AN WHO EXECUTED THE FOREGOING INSTRUMENT ENTITLED "DEDICATION"; AN EACH 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; ALSO PERSONALLY APPEARED C.A. FULMER AND E.G. EW BANK, TO ME KNOWN TO BE THE PRESIDENT AND ASSISTANT SECRETARY, RESPECTIVELY, OF FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF BREMERTON, THE CORPORATION THAT EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED; AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE THE SAID INSTRUMENT AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

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

C.D. INGRAM

NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON, RESIDING AT SEATTLE.