

327853

P R O T E C T I V E C O V E N A N T S

James E. Rice and Zelpha B. Rice, his wife, owners of the afterdescribed real property, hereby declare the hereinafter restrictions to be protective covenants running against the following described property, to-wit:

Lots 1 to 13 incl., Block 8;
 Lot 6, Block 9;
 Lots 6-10 incl., Block 12; and
 Lots 1-10 incl., 19 and 20, Block 13;
 All in Ole Hanson's Navy Yard Addition,
 Kitsap County, Washington.

Leslie J. Naugle and _____ Naugle, his wife, owners of the afterdescribed real property, also hereby declare the hereinafter restrictions to be protective covenants running against the following described property, to-wit:

Lots 1-5 incl., 7, 8, and 10-15 incl., Block 3;
 All in Ole Hanson's Navy Yard Addition,
 Kitsap County, Washington.

E. Kerry Schneider and Gladys E. Schneider, his wife, owners of the afterdescribed real property, also hereby declare the hereinafter restrictions to be protective covenants running against the following described property, to-wit:

N $\frac{1}{2}$ of lot 4 and lot 5, Block 9, all in
 Ole Hanson's Navy Yard Addition, Kitsap
 County, Washington.

R. E. Small and Tena Small, his wife, owners of the afterdescribed real property, also hereby declare the hereinafter restrictions to be protective covenants running against the following described property, to-wit:

Lots 2, 3 and S $\frac{1}{2}$ 4, Block 9, all in
 Ole Hanson's Navy Yard Addition, Kitsap
 County, Washington.

Lincoln Slee and Marie Slee, his wife, owners of the afterdescribed real property, also hereby declare the hereinafter restrictions to be protective covenants running against the following described property, to-wit:

Lot 19, Block 3, Ole Hanson's Navy Yard
 Addition, Kitsap County, Washington.

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

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

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 James E. Rice, E.W. PHILLIPS and R. E. Small, 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 thirty 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 1st, 1945. 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. 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 twenty feet to the front lot line, nor nearer than ten feet to any side street line; except that on all triangular shaped lots no building shall be located nearer than fifteen feet to the front lot line nor nearer than ten feet to any side street line. No building, except a detached garage or other outbuilding located sixty feet or more from the front lot line, shall be located nearer than five feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than thirty feet from the front lot line.

4. No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand square feet or a width of less than fifty feet at the front building setback line, except that a residence may be erected or placed on lots 1 and 12, Block 8; lot 8, Block 12; lot 6, Block 9; and lot 13, Block 3 as shown on the recorded plat.

5. 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.

6. 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.

7. No dwelling costing less than \$2,000.00 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 six hundred square feet in the case of a one-story structure nor less than five hundred square feet in the case of a one and one-half, two, or two and one-half story structure.

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

9. 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.

10. 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 months from date of commencement of construction and shall be connected to septic tank or public sewerage.

DATED this 3rd day of February, 1941.

James E. RiceZelpha B. RiceLincoln W. SlecMrs. Marie E. SlecLeslie J. NaugleMyrtle NaugleGladys E. SchneiderE. Kerry SchneiderRalph E. SmallTina Small

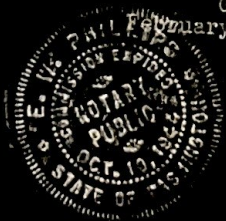
STATE OF WASHINGTON)

COUNTY OF KITSAP)

SS

I, the undersigned, notary public in and for the State of Washington residing at Bremerton do hereby certify that on this third day of February, 1941, personally appeared before me James E. Rice and Zelpha B. Rice, his wife; Leslie J. Naugle and Myrtle Naugle, his wife; E. Kerry Schneider and Gladys E. Schneider, his wife; R. A. Small and Tina Small, his wife; and Lincoln Slec and Marie Slec, his wife, 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 therein mentioned.

Given under my hand and official seal this 3rd day of February, 1941.



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

Filed for Record Feb. 5 1941 at 9:50 AM
Request of James E. Rice
EDGAR D. SMITH, Kitsap Co. Auditor MC

OLE HANSON'S NAVY YARD ADDITION

SCALE 1" = 200'

KITSAP COUNTY

MARCH 1916.

F. D. Gore
ENGINEER

DESCRIPTION

This Plat of OLE HANSON'S NAVY YARD ADDITION embraces all of the East one half (1/2) of the SE 1/4 Sec. 21, Tp 24 N - R 1 E. W.M. excepting the following described portion of land:- Beginning at the NW cor of E 1/2 SE 1/4 Sec 21 Tp 24 N - R 1 E. W.M, running thence S 60° 23' 10" W 410.88 ft, thence S 69° 34' 35" E 339.66 ft, thence N 00° 23' 21" E 414.88 ft thence S 05° 42' 00" W 339.71 ft. to place of beginning.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:-

That the Sugawmish Land Company Inc, a corporation organized and existing under the laws of the State of Washington, Ellis G. Margerison and Frances S. Margerison, husband and wife, owners in fee simple of the above described tract, and Edward D. Duff, mortgagee, have caused the above described tract to be platted as Ole Hanson's Navy Yard Addition, and hereby dedicate to the use of the public forever all streets, avenues, boulevards and alleys, also the right to make all necessary slope for cuts or fills upon the lots, tracts & etc. shown on this plat in the reasonable original grading of all the streets, avenues, boulevards & alleys shown here on.

IN WITNESS WHEREOF said Sugumish Land Company, Inc., has caused its corporate name to be hereunto subscribed by its proper officers and its corporate seal to be hereunto affixed (and the said Ellis C. Margerison and Frances S. Margerison by their duly authorized attorney in fact) and the said Edward D. Duff, have hereunto subscribed their names this 4th day of June, 1916.

IN PRESENCE OF:

Ellis C. Marquison
Francis P. Marquison
by Ole Tundness their
Attorney in Fact

SUQUAMISH LAND COMPANY, INC.
BY Ole Tundness President
Attest: E.L. Brendahl Secretary
Edward D. Duff

ACKNOWLEDGMENT

STATE OF WASHINGTON } ss.
COUNTY OF KING

This is to certify that on this 4th day of April 1918, before me personally appeared Ole Hanson and E.L. Grondahl to me known to be the President and Secretary of the corporation that executed the above Instrument, and acknowledged the same 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 duly authorized to execute said instrument, and that the seal affixed thereto is the corporate seal of said corporation. And also Ole Hanson acknowledged that he executed said instrument as attorney in fact for and on behalf of the said Ellis C. Margerison and Frances S. Margerison, his wife, as their free and voluntary act and deed for the uses and purposes therein mentioned. And also personally appeared Edward D. Duff known to me to be the person who executed the foregoing instrument, and acknowledged that he executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate above written.

J. A. Beaton
Notary Public in and for the State of
Washington, residing at Seattle.

CERTIFICATE

I hereby Certify that this plat of Ole Hanson's Navy Yard Addition is based on an actual survey and subdivision of Sec. 21 T²⁴N-R1E-WM; that the monuments have been set and lot and block corners staked as shown on the plat.

Frank D. Gore
Civil Engineer

Approved by the County Engineer of Kitsap County, Wash. This 5th day of April 1916.

J. S. Berry
County Engineer.

Approved by the Board of County Commissioners of Kitsap County, Wash. This 5th day of April 1916.

STATE OF WASHINGTON } ss.
COUNTY OF KITSAP }

Filed for record at the request of Olaf Hanson
this 20th day of April AD 1916, at 11 o'clock P. M. and recorded in book 14 of plots
on page 56 of records of said County.

Auditor - Kitsap County, Wash.

