

PROTECTIVE COVENANTS

SEA VIEW TERRACE FIRST ADDITION

C 4854

We, the undersigned, being owner of all the lots, tracts, and parcels of land situated within the certain boundaries of that certain subdivision known as Sea View Terrace First Addition as per plat thereof recorded in the office of the Auditor of Kitsap County, Washington, do hereby impose the following protective covenants upon all of the real property incorporated within said plat of Sea View Terrace First Addition.

The following covenants are imposed pursuant to a general plan for the benefit of all said tracts, and each and every building site therein. They are designed for the mutual benefit of the building sites in said tract, and shall pertain to and pass to each building site therein, and shall bind all persons together with their respective successors in interest, who may at any time, and from time to time, own said property.

1. LAND USE AND BUILDING TYPE No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling.
2. ARCHITECTURAL CONTROL No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved.
3. MEMBERSHIP The Architectural Control Committee is composed of the following: Paul M. Wick, Ethel M. Wick and P. Melvin Wick Jr. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers or duties.
4. PROCEDURE The Committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.
5. VIEW RESTRICTIONS No hedges or fence shall exceed 5 feet in height. No trees will be permitted of such height or character that they restrict the view. Trees now standing shall be permitted to remain on the lots if the owners of lots upon which they are located desire, but such trees will be required to be trimmed at the expense of the owner of the lot on which they are located when requested by the owner or purchaser of any house whose view is restricted by them, so that such trees shall not restrict the view to any greater degree than they do as of the filing of this plat.

1010935

11-28-71

LAND TITLE COMPANY

THEODORE W. WICK, Attorney at Law

**DWELLING QUALITY AND SIZE** All residences or other structures in this plat shall be limited to a height not to exceed 16 feet measured from the highest point on perimeter building line to the highest point on the roof line of said structures. Main floor shall not be less than 1,000 square feet exclusive of attached garage. All houses, garages or other buildings shall conform to the Federal Housing Administration Standards. Any dwelling or structure erected or placed or planned on any residential lot in this subdivision shall be completed as to external appearances, including finish painting, within one year from date of start of construction except for reasons beyond control, in which case a longer period may be permitted.

7. **TEMPORARY STRUCTURES** No structure of a temporary nature, mobile home, basement, tent, shack, garage, barn or any other outbuilding shall be used on any residential lot at any time as a residence, either temporarily or permanently, nor shall any trailer be parked or stored upon any residential lot without the written consent of the Architectural Control Committee. Personal travel and boat trailers will be permitted without consent of the Architectural Control Committee, provided such trailers do not conflict with any other provisions herein.

8. **EASEMENTS** Easements five (5) feet in width are reserved for installation and maintenance of utilities and drainage facilities along each side of interior lot lines and over the rear five (5) feet of each lot.

9. **NUISANCES** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

10. **GARBAGE AND REFUSE DISPOSAL** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

We, the undersigned, hereby approve the covenants on the 23rd day of November 1971.

Paul M. Wick, President  
Ethel M. Wick, Secretary

Paul M. Wick, President

Ethel M. Wick, Secretary

State of Washington )  
County of Pierce ) ss

This is to certify that on this 23rd day of November 1971 before me the undersigned, a Notary Public, personally appeared Paul M. Wick and Ethel M. Wick, to me known to be the President and Secretary respectively of P & E Enterprises Inc., the corporation that executed the within instrument and who acknowledged to me the 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 said instrument and that the seal affixed is the seal of said corporation.

WITNESS my hand and official seal the day and year first above written.

Dana E. Hemphill  
Notary Public in and for the  
State of Washington residing  
at Gig Harbor