

4/1968

13 x 32 x 31

Protective Covenants
Sea View Terrace

PROTECTIVE COVENANTS

103315

SEA VIEW TERRACE as per plat recorded in volume
13 of Plats, pages 32 & 33, records of Kitsap County.

We, the undersigned, being owners of all the lots, tracts, and parcels of land situated within the certain boundaries of that certain subdivision known as Sea View Terrace, 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.

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 not to exceed one story in height.

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 hedge 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.

928532

See Vol. 942 page 513

vol. 920 no. 213