



ARTICLE VI

PROTECTIVE COVENANTS

Section 1. Building Type. No building or structure shall be erected, constructed, maintained, or permitted upon any Lot in this plat; except upon a building site as herein above defined, and no building or structure shall be erected, constructed, maintained, or permitted upon a building site other than a single family detached dwelling; except that appurtenances thereto such as private garages, private shop buildings, garden houses, pergolas, conservatories, or similar structures architecturally in harmony therewith and of permanent construction may be erected within the building limits hereinafter set forth. No building or structure shall be moved onto any Lot in this plat except a new prefabricated structure of a kind and type approved by the Architectural Control Committee. It is not the intent of this covenant to prevent the location of a temporary workshop and/or tool storage building upon a building site during the construction period as hereinafter defined.

Section 2. Dwelling Size. The ground floor area of the main structure, exclusive of one story porches and garages, shall be not less than one thousand (1,000) square feet for a single story dwelling. The ground floor area for a two-story dwelling shall be not less than seven hundred (700) square feet.

Section 3. Building Location. No building shall be erected with the foundation nearer than twenty-five (25) feet to any street right-of-way line, nearer than five (5) feet to a rear Lot line. For purposes of this covenant steps and open porches on the front or back of the house shall not be considered as part of the building, however, this shall not be construed to permit any portion of a building to encroach upon another Lot.

Section 4. Construction Time Limit. No building or structure of any kind shall be erected, maintained, or permitted upon a building site prior to

the commencement of erection of a dwelling house thereon. The work of construction of all buildings and structures shall be prosecuted diligently and continuously until such buildings and structures are fully completed and painted. All structures shall be completed as to external appearance, including exterior painting, within eight (8) months from the date of commencement of construction unless prevented by causes beyond the owner's control.

Section 5. Temporary Structures. No structures of a temporary character, trailer, trailer house, mobile home, basement, tent, shack, garage, barn, or other outbuilding, shall be used on any Lot at any time as a residence either temporarily or permanently.

Section 6. Utilities Connections. All connections to utility lines shall be as required and approved by the utility company or district concerned. All sanitary sewer facilities shall be installed and maintained in accordance with the requirements of the Bremerton-Kitsap County Health Department.

Section 7. Sight Distance at Street Intersections. No trees, shrub or other object shall be allowed to obstruct sight lines at elevations between two and six feet above the roadways on any corner Lot within the triangular area formed by the street property lines and a line connection them at points twenty-five (25) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. No tree shall be permitted to remain within such areas unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

Section 8. Signs. No sign of any kind may be permanently displayed to public view on any Lot; except one professional sign of not more than seventy-two (72) square inches in area bearing only the name and occupation of the occupant of the premises, one sign per Lot of not more than five (5) square feet in area advertising property for sale or rent, or sign used by building and/or real estate agent to advertise property during construction and sales period.

Section 9. Business Restrictions. No business shall be conducted from any Lot; except that dressmaking, baby-sitting, music teaching, similar activity, or profession may be conducted by a resident of the household;

provided that the privacy of the adjoining households is not disturbed. This is not to be construed to permit barbershops or other service type businesses to be operated on any Lot. During the period of development and sale of the Lots in this Plat the developer may permit one firm to maintain a real estate office in a dwelling, or upon a lot, so as to facilitate sales of the Lots. This right to maintain a real estate office shall terminate upon the sale of the last lot in this plat.

Section 10. Oil and Mining Operations. No oil drilling, development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot; nor shall oil wells, tanks, tunnels, mineral excavations, or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot.

Section 11. Livestock and Poultry. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot except household pets. Pets over four months of age, except caged birds, shall be limited to two in number; provided, that said household pets are properly cared for.

Section 12. Mechanical Repairs. Mechanical repairs to the family car, boat, or similar equipment performed outside, shall be completed within five days. If repairs are not then completed such vehicle or piece of equipment shall be moved into a garage or removed from the premises.

Section 13. Nuisances. No noxious or undesirable thing or illegal use of the property shall be permitted in this plat. The construction of a spite or nuisance wall, fence, hedge, or tree shall be prohibited.

Section 14. Refuse Disposal and Storage of Building Materials. No trash, ashes, or other refuse shall be thrown or dumped on any lot. All incinerators or other equipment for the storage or disposal of wastes shall be kept in a clean and sanitary condition. No building material of any kind shall be placed or stored upon any lot until the owner is ready to commence construction. Building materials shall be placed within the property line of the building site upon which a residence is to be constructed and not in the street.

Section 15. Non Clear Zones. The non-clear zones shown on the face of the plat are reserved for the maintenance of existing native trees for

natural screening. The owners of the affected lots shall be responsible for the maintenance and preservation of said existing trees.

Section 16. Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other covenants, which shall remain in full force and effect.

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