

858075

# CEDAR PARK

SITUATE IN SECTION 23, T26 N, R 1 E, W. M.  
KITSAP COUNTY, WASH.

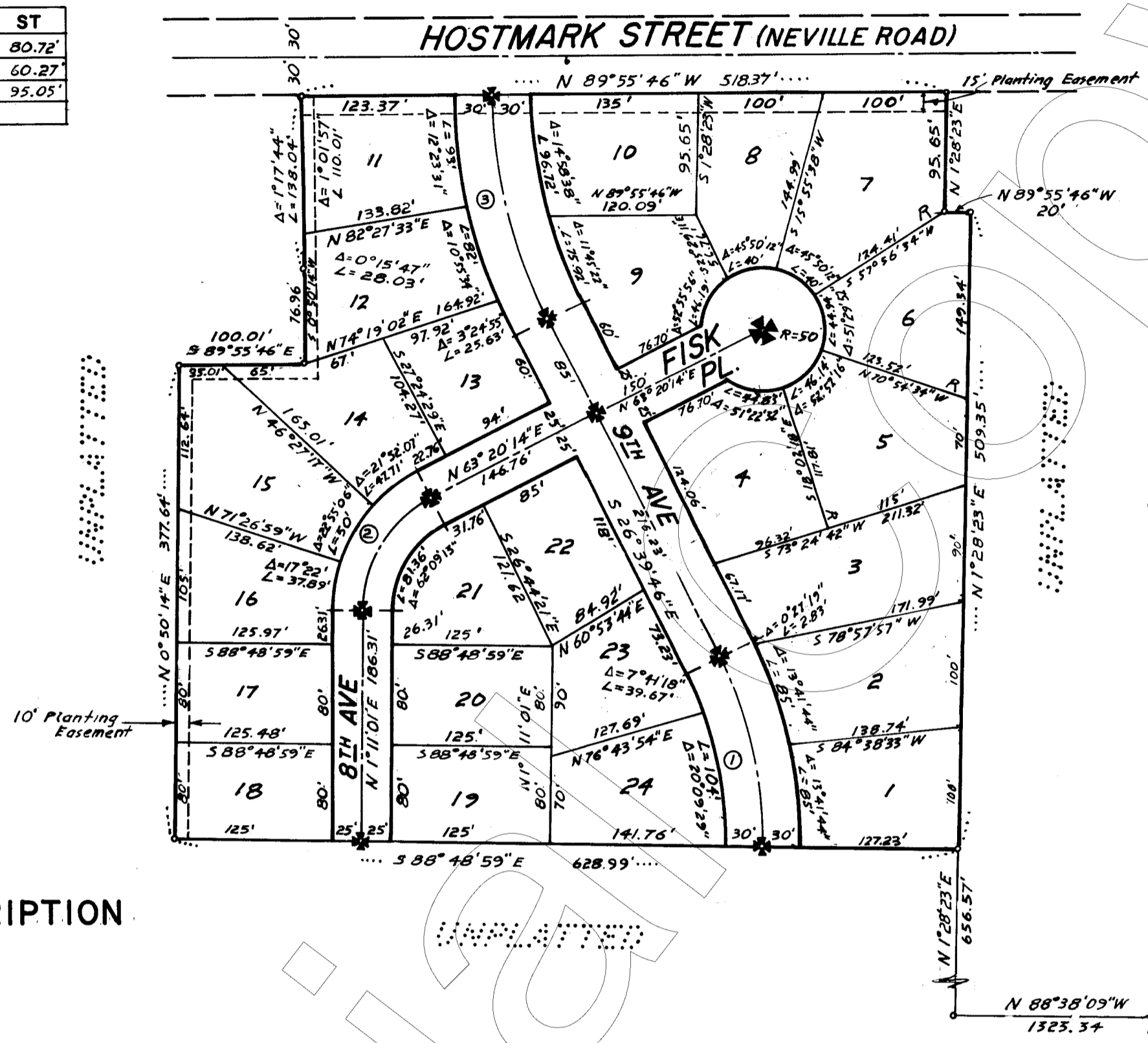
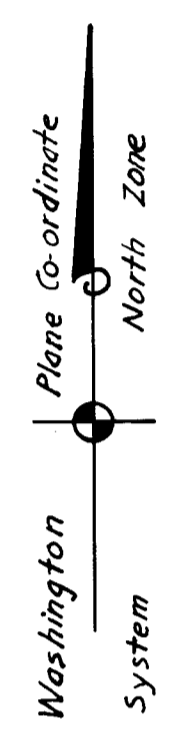
SCALE: 1" = 100'

ROATS ENGINEERING  
POULSBO

UNPLATTED

CURVE TABLE

CURVE NO.	Δ	R	L	C	ST
1	27°50'47"	325.60'	158.25'	156.69'	80.72'
2	62°09'13"	100.0'	108.48'	103.24'	60.27'
3	26°44'00"	400.0'	186.63'	184.95'	95.05'



### CERTIFICATION

I hereby certify that this plat of "CEDAR PARK" is based upon an actual survey and subdivision of Section 23, Township 26 North, Range 1 East, W. M. that all courses and distances shown are correct, that the monuments have been set and lot corners staked on the ground.

*George Roats*  
George Roats  
Civil Engineer & Land Surveyor



### DESCRIPTION

A portion of the Southwest quarter of the Northeast quarter, Section 23, Township 26 North, Range 1 East, W. M. described as follows:  
Beginning at the East quarter corner of said Section 23; thence N 89°55'46" W 518.37 feet; thence N 1°28'23" E 696.97 feet to the True Point of Beginning; thence continuing N 1°28'23" E 909.39 feet; thence N 69°39'46" W 20.00 feet; thence N 1°28'23" E 99.65 feet to the South right-of-way of Nevill Road; thence along said right-of-way, N 69°39'46" W 518.37 feet; thence leaving said right-of-way along a curve in a southerly direction with a radius of 6,186.58 feet, the center of which bears S 69°39'46" W an arc distance of 138.84 feet; thence S 69°39'46" W 76.96 feet; thence N 69°39'46" W 108.81 feet; thence S 69°39'46" W 377.64 feet; thence S 89°55'46" E 628.99 feet to the True Point of Beginning.

### DEDICATION

KNOW ALL MEN by these presents that Orville M. Fisk, and Barbara A. Fisk, his wife, and A. J. Ravetti and Beanie M. Ravetti, his wife, and Alexander Myers Investors, Inc., the undersigned, hereby dedicate this plat and dedicate to the use of the public forever all streets, avenues, places and open easements or whatever public property there is shown on this plat 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 changes for and fill-up the lots, blocks, streets, etc., shown on this plat in the reasonable original grading of all the streets, avenues, places, etc., shown hereon.

ALEXANDER MYERS INVESTORS, INC.  
*Kenneth J. Myers* President  
*Alexander B. Myers* Secretary  
*Orville M. Fisk* Orville M. Fisk  
*Barbara A. Fisk* Barbara A. Fisk  
*A. J. Ravetti* A. J. Ravetti  
*Beanie M. Ravetti* Beanie M. Ravetti

### ACKNOWLEDGMENT

State of Washington) County of Kitsap) ss  
 This is to certify that on the 13th day of September 1965 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared O. M. Fisk and Barbara A. Fisk, his wife, to an intent to be the individuals described in and who executed the foregoing instrument and acknowledged to me their joint and several execution of the same and that they intended by the execution and delivery of the same to give the same full force and effect.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

*Jerald J. Jansen*  
Notary Public in and for the State of Wash. Residing at POULSBO

### APPROVALS

The Planning Commission of the Town of Poulsbo meeting in regular session May 3rd 1965 did find that the plat of "CEDAR PARK" serves the public use and interest and has authorized its secretary to execute its written approval.

*Arthur J. Jansen*  
Secretary, Planning Commission

The Town Council of the Town of Poulsbo meeting in regular session AUGUST 18 1965 did find that the plat of "CEDAR PARK" serves the public use and interest and has authorized its mayor to execute its written approval.

*Paul Koob*  
Mayor, Town of Poulsbo

### TREASURERS' CERTIFICATE

I, Maxine Johnson, Treasurer of Kitsap County, Washington hereby certify that all taxes on the above property are fully paid up to and including the year 1966.

*Maxine Johnson* Kitsap County Treasurer  
*Maney Larson* BY DEPUTY

### RECORDING CERTIFICATE

Filed for record at the request of Orville M. Fisk on Sept 16 1965 at 45 minutes past 10:00 o'clock A. M., and recorded in Volume 12 of plats, pages 19 & 20, Records of Kitsap County, Wash.

*Margaret M. Pheasant* Kitsap County Auditor  
 By *George B. Hackett* Deputy

# CEDAR PARK

SITUATE IN SECTION 23, T26 N, R 1 E, W. M.  
KITSAP COUNTY, WASH.

SCALE: 1"=100'

ROATS ENGINEERING  
POULSBO

## PROTECTIVE COVENANTS

The following covenants and restrictions shall run with above described land and shall be binding on all parties and all persons claiming under them for a period of 30 years from date these covenants were recorded after which time said covenants and restrictions shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners (each owner to have the number of votes equal to the number of lots owned) has been recorded agreeing to change said covenants in whole or in part.

1. The following residential area covenants in their entirety shall apply to the subdivision above described.

2. 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 two and one-half stories in height.

3. 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, 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 set back line unless similarly approved. Approval shall be as provided in paragraph 17.

4. No dwelling shall be permitted on any lot at a cost of less than \$12,000.00 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 900 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

5. No building shall be located on any lot nearer to the front lot line, or nearer to the side street line than the minimum building setback lines. In any event no building shall be located on any lot nearer than 25 feet to the front lot line, or nearer than 25 feet to any side street line.

No building shall be located nearer than 5 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 20 feet to the rear lot line.

For the purposes of this covenant, caves, steps, and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building, on a lot to encroach upon another lot.

6. No dwelling shall be erected or placed on any lot having a width of less than 60 feet at the minimum building setback line nor shall any dwelling be erected or placed on any lot having an area of less than 7,500 square feet.

7. Easements for drainage facilities are reserved over a 2 1/2 feet wide strip along each side of interior lot lines and over the rear five feet of each lot. Easements for installation and maintenance of other utilities are reserved as shown on the recorded plat or other instrument of public record. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

8. 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.

9. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

10. No sign or any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

11. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

12. 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 indicators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

13. Protective screen areas are established as shown on the recorded plat, including a 10 and 15 foot strip of land on the residential lots along the property lines of the West boundary of the Flat and Howell Road. Except as otherwise provided herein regarding street intersections under paragraph 14, plants, fences, or walls shall be maintained throughout the entire length of such areas by the owner or owners of the lots at their own expense to form an effective screen for the protection of the residential area. No building or structure except a screen fence or wall or utilities or drainage facilities shall be placed or permitted to remain in such areas. No vehicular access over the area shall be permitted except for the purpose of installation and maintenance of screening, utilities, and drainage facilities.

14. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadway shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 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. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

15. No fence, wall or hedge shall be erected, placed or altered on any lot nearer to any street than the building setback line, except that nothing shall prevent the erection of a necessary retaining wall, the top of which does not extend more than two feet above the finished grade at the back of said wall.

16. All connections to utility lines such as sewer, water, power and telephone, shall be as approved and required by the utility company or district concerned.

17. The Architectural Control Committee is composed of Mr. Grville M. Fisk, Poulsbo, Washington; Barbara A. Fisk, Poulsbo, Washington and Mr. Glen Lofall, Rt. 2, Box 450, Poulsbo, Washington. 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 and duties.

18. 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.

19. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

21. Invalidation 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.

### CORPORATE ACKNOWLEDGMENT

State of Washington  
County of King

On this 24th day of August 1965 before me personally appeared Kenneth G. Myers and Alexander B. Myers to me known to be the President and Secretary respectively of Alexander Myers Investors, Inc. the corporation that executed the within and 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 each stated that they were authorized to execute 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 first above written.

William S. Roberts  
Notary Public in and for the State  
of Washington  
Residing at Seattle

### ACKNOWLEDGMENT

State of Washington)  
County of King)

This is to certify that on the 3rd day of September 1965 before me, the undersigned, a Notary Public in and for the State of Washington duly commissioned and sworn, personally appeared A. J. Ravetti and Bessie M. Ravetti, his wife, to me known to be the individuals described in and who executed the foregoing instrument and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes mentioned therein.

In witness whereof, I have hereunto set my hand and seal the day and year first above written.

William S. Roberts  
Notary Public in and for the state of  
Washington.  
Residing at Seattle

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