

Perry Neichoy <perry@pwn-mediate.com>

Building permit application BLD2847

Perry Neichoy <perry@pwn-mediate.com> To: efairleigh@bainbridgewa.gov, jweaver@bainbridgewa.gov Thu, Feb 8, 2018 at 11:29 AM

Ellen and James,

Please accept the following as comments to BLD22847 Millet building permit application on behalf of Shirley Kay Neichoy, owner of Lot N and me that shares a lot line with lot O, the Millett lot, that is the subject of the above permit application. The issues that we are concerned with are as follows:

- 1. The easement extension in the architectural drawings/site plan is in direct violation of the Vegetation Protection covenant filed in the filed on 1/2/2002. The Millets were on notice of this vegetation covenant that restricts the owners of lot O from removing any trees with a trunk with a 12' inch or larger diameter. Please see exhibit #3 attached sections 2.5 and 3.10. The photos 1-13 that i have attached show trees that the owners of lot O are prohibited from removing pursuant to the Vegetation Protection covenant. Moreover, the Millett's were on notice of ths filed by the Vegetation Protection covenant restriction when they purchased the property but submitted site plans for the City's approval that is in direct violation of the covenant.
- 2. Please refer to the Short Plat application PLN50590 comment, filed by Shirley and I, that I have attached and incorporated in this comment by attachment and reference. The short plat comment references our comments regarding the Declaration of Covenant that restricts lot O from being divided or subdived. Exhibit #2. This restriction benefits the owners of lots L and M in the development. We believe that if Lot O was not subdivided the Millett's could reroute the easement extension/driveway to further to the east which would have the least environmental impact and would not be in violation of the Vegetation Protection covenant.
- 3. We ask that the City Of Bainbridge take into consideration the covenants previously noted. Also, we ask that the City consider that the trees that would have to be removed are mature trees that have been growing there for many many years. Please see photos attached. They are beautiful and healthy. They contribute to the overall beauty of the Island. Replanting would not in our lifetime replace the benefit and beauty of the these trees. To cut them down would truly be a shame and would be in violation of the covenant, the reliance on the covenant by us, the owners of lot N, the intention of the developers, and the City when the details of the development were approved.

Finally, we ask that the City reject the BLD22847 and PLN50590 as submitted by the owners of lot O.

Please make this email part of the official record. I will come by and ask that my attachments be scanned into the record.

Perry and Kay Neichoy, Owner of lot N





BLD22847 Residential Single Family Residence

Contact (mailto:?subject=[Permit %23BLD22847])

Address: Status: 3310 NE TANI Request CREEK RD for

Submitted: 12/19/2017
Approved:

Inspections: Required: 26

Total Fees: \$8,675⁹⁷

BAINBRIDGE ISLAND, WA 98110 Parcel

Information has been sent to Issued: Complete: 0
Closed:

Additional fees may be required

#: 10240210082004

applicant.

Project:

New 1403 sf 1st flr, 955 2nd flr, 1127 sf basement SEE BLD22847GAR for detached garage.

Expires: 6/17/2018



Contacts

APPLICANT: MILLETT LONNIE D & KRISTINE C
OWNER: MILLETT LONNIE D & KRISTINE C

Parcels

Parcel Owner

10240210082004 (/Parcels/ParcelDetail/Index/d427cf2f-be9f-4633-9b55-40ad95dcee00) KRISTINE C

Address

3310 NE TANI CREEK RD BAINBRIDGE ISI AND

BAINBRIDGE ISLAND, WA 98110

Submittals



If any submittal item(s) listed below is noted as "required", you will not be able to issue your permit. Please upload the required submittal item before proceeding.



PLN50590 Preliminary Short Plat

Contact (mailto:?subject=[Permit %23PLN50590])

Address: Status: **3310 NE TANI** Application **CREEK RD**

Submitted: 11/7/2017

Approved:

Inspections: Required: 1

Total Fees: \$6,463

BAINBRIDGE

has all components for

Issued: Closed:

Complete: 0 fees may be required

ISLAND, WA 98110 Parcel

review.

Expires: 6/20/2018

#: 10240210082004

Project:

Divide existing 5.89 acre lot into two separate parcels.



Contacts

OWNER: MILLETT LONNIE D & KRISTINE C APPLICANT: MILLETT LONNIE D & KRISTINE C

ARCHITECT: WEBBER, DANA

Parcels

Parcel	Owner	Address
10240210082004 (/Parcels/ParcelDetail/Index/d427cf2f-be9f-4633-	MILLETT LONNIE D &	3310 NE TANI CREEK
9b55-40ad95dcee00)	KRISTINE C	RD BAINBRIDGE ISLAND, WA 98110

Submittals



If any submittal item(s) listed below is noted as "required", you will not be able to issue your permit. Please upload the required submittal item before proceeding.

P38 TITLE REPORT THE REPORT DU POL



AFTER RECORDING RETURN TO:

Samson Family Land Co., LLC 149 Finch Place, Suite 4 Bainbridge Island, WA 98110

PNW132056614 DE

DECLARATION OF COVENANT

Grantor:

Samson Family Land Co., LLC

Grantee:

. Owners of Property described in

Exhibits A and C

Legal Description:

Lot O of West Blakely BLA

Recording #3194250

Sec. 3, T.24N, R.2E, W.M.

Assessor's Tax Number:

102402-1-008-2004

Reference Numbers of Documents Released or Assigned

N/A

This Declaration of Covenant ("Covenant") is executed and made effective this day of March, 2001 by, SAMSON FAMILY LAND CO., LLC (Declarant), as the Owner of land situated within the City of Bainbridge Island, Kitsap County, Washington, legally described in Exhibit A ("Real Property"), to hereby impose the following covenant upon the Real Property.

RECITALS

A. Declarant is the present owner of the Real Property, which consists of 1 parcel totaling 5.89 acres and is commonly described as Lot O of West Blakely BLA Recording # 3194250.

1

PBDecLot O\LDB\3/1/01

Exhibit# Z

B. Declarant desires to subject the Real Property to the terms, provisions, limitations, restrictions, and conditions set forth in this Covenant for the benefit of the present and future owners of the Real Property, and their respective heirs, successors, assigns and grantees.

NOW, THEREFORE, Declarant hereby declares, acknowledges, covenants, and agrees that the following covenants, restrictions and conditions shall bind the Real Property.

- 1. <u>Declaration of Covenant</u>. Declarant, for itself and its heirs, successors, assigns, and grantees, and all persons and entities having or acquiring any interest in any portion of the Real Property, hereby declares, acknowledges, covenants, and agrees that the Real Property shall be held, sold, and conveyed subject to the terms, provisions, limitations, restrictions, and conditions of this Covenant. Declarant hereby covenants that said property shall not be divided or redivided. Therefore, Lot O is restricted from being divided or redivided.
- 2. <u>Binding Effect</u>. This Covenant and all of its terms, provisions, limitations, restrictions and conditions (1) shall run with the land and burden, bind, and benefit the Real Property, and (2) shall bind the owners of the Real Property, and their respective heirs, successors, and assigns.
- 3. <u>Benefited Parcels.</u> The "Benefited Parcels" are those parcels L and M of the enclosed drawings Exhibit B (032402-4-023-2008 and 102402-1-007-2005) and legally described in Exhibit C. This Covenant and all of its terms, provisions, limitations, restrictions and conditions shall run with the land and benefit and are enforceable by the Benefited Parcels and their respective heirs, successors, and assigns.
- 4. <u>Attorneys' Fees</u>. If any legal action is brought to enforce any part of this Declaration of Covenant and Agreement, then the prevailing party shall be entitled to reimbursement for reasonable attorneys' fees and costs incurred, including any fees and costs incurred on appeal.
- 5. Recording. This Covenant shall be recorded with the Kitsap County Auditor's office.

PACIFIC NW TITLE COVEN \$13.88 Kitsap Co. WR

DECLARANT

SAMSON FAMILY LAND CO. LLC

EXHIBITS

Exhibit A - Legal Description of Parcel O

Exhibit B - Map of Benefited Parcels

Exhibit C - Legal Descriptions of Parcels L and M

STATE OF WASHINGTON)

COUNTY OF KITSAP)

I certify that I know or have satisfactory evidence that Kelly Samson is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument on behalf of Samson Family Land Co., LLC, pursuant to the provisions of the limited liability corporation and acknowledged said instrument to be the free and voluntary act of said limited liability corporation for the uses and purposes mentioned in said instrument.



Dated March 7, 2001

NAME:

Notary Public in and for the State of Washington, Bremeten. 4

Commission Expires: 06/19

| 20010309030 | Page: 3 of 6 | 03/09/2001 | 04:048

98 Kitsap Co, WA

3

PBDecLot O\LDB\3/1/01

EXHIBIT "A"

RESULTANT PARCEL O (Port Blakely Tree Farms, L.P.)

That portion of the Northeast quarter of the Northeast quarter of Section 10, Township 24 North, Range 2 East, W.M., City of Bainbridge Island, Kitsap County, Washington, described as follows:

Beginning at the North quarter corner of said Section 10;

Thence along the North line of said Section 10, South 89°05'04" East 1318.87 feet to the Northwest corner of said Northeast quarter of the Northeast quarter of Section 10, also being the Northeast corner of Block 11 of the plat of Pleasant Beach Tracts as recorded in Volume 4, Page 20 of plats, records of Kitsap County;

Thence along the East line of said Block 11 and Block 12 of said plat, South 01°53'24" West 425.40 feet to the True Point of Beginning;

Thence continuing South 01°53'24" West 237.97 feet to a concrete monument at the Southeast corner of said Block 12;

Thence South 02°15'26" West 662.03 feet to a concrete monument at the Southwest corner of said Northeast quarter of the Northeast quarter of said Section 10;

Thence along the South line of said subdivision, South 89°33'25" East 315.00 feet;

Thence North 02°15'26" East 450.00 feet;

Thence North 12°30'55" West 456.39 feet;

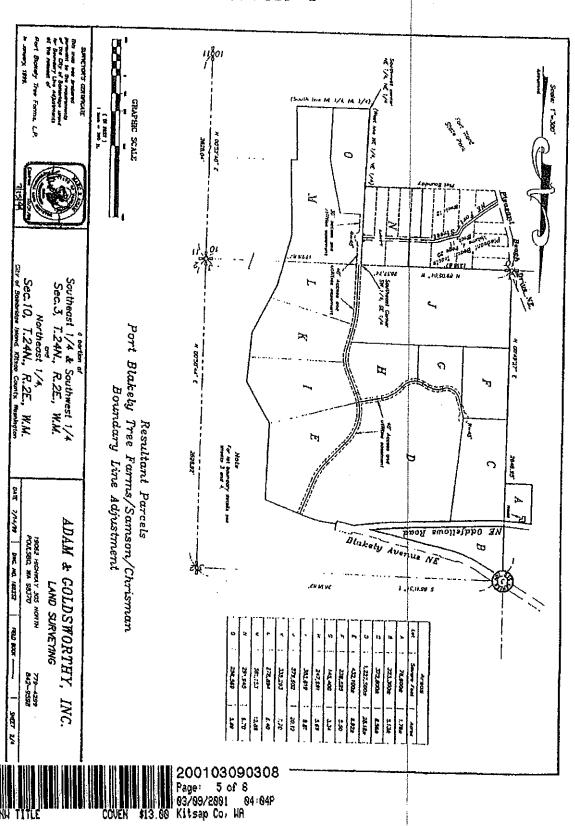
Thence North 88°06'36" West 200.00 feet to the True Point of Beginning.

Subject to and Together with easements, restrictions and reservations of record

22 P. 68

Page: 4 of 6

EXHIBIT "B"





City of Bainbridge Island

200201020252

01/62/2002 62:57 COUEN \$31.00 Kitsap Co, NA

JAN 2 9 2018

After Recording Return To:

Samson Family Land Co. LLC 149 Finch Place SW, Suite 4 Bainbridge Island, WA 98110 Planning and Community Development

PNW [37062367

EXCISE TAX EXEMPT JAN

Z 2002

REVISED
DECLARATION OF COVENANTS, CONDITIONS
RESTRICTIONS AND EASEMENTS
[West Blakely Lot N]

Grantor(s):/Grantees

Samson Family Land Co. L.L.C.

Legal Description:

Lot N of West Blakely BLA

Recording #3194250 Sec. 3, T.24N, R.2E, W.M.

Additional Legal Description:

See Exhibit A of this document.

Assessor's Tax Parcel Nos:

032402-4-013-2000, 032402-4-014-2009, 032402-4-015-2008, 032402-4-016-2007, 032402-4-017-2006, 032402-4-018-2005, 032402-4-019-2004, 032402-4-020-2001, 032402-4-023-2008, 102402-1-007-2005, 4164-011-001-0208, 102402-1-008-

2004

ARTICLE 1. PURPOSE AND DECLARATION

- 1.1 Property. Samson Family Land Company (Limited Liability Company) (Declarant"), owns certain real property located in the City of Bainbridge Island, Kitsap County, Washington, legally described in Exhibit A ("Property").
 - 1.2 Submission to Declaration. Declarant hereby declares that the Property shall be held, used, transferred and conveyed subject to the restrictions, covenants,

- 1 -

CC&R's 12-27-01

Exhibit#3 Supplement

200307310821 Page: 3 of 17 97/31/2863 94:28P reservations, easements and conditions set forth in this Declaration. This Declaration is designed to protect and enhance the value, desirability and attractiveness of the Property.

ARTICLE 2. DEFINITIONS.

2.1 "CITY" means the City of Bainbridge Island.

1

- 2.2 "DECLARANT" means Samson Family Land Company (Limited Liability Company), a Washington limited liability company.
- 2.3 "IMPROVEMENT" means any Residence (including guest house, accessory living quarters or other dwelling unit), gazebo, barn, garage, driveway, fence, wall, gate, patio, shed, tennis or basketball or sport court, cabana, swimming pool or other recreational facility, any utility and storm water facilities, and any other building or structure of any type on any Lot.
- "RESIDENCE" means an Improvement that is designed to be used for a 2.4 personal residence.
- "LOT" means each of the parcels legally described on Exhibit A (which initially consists of Parcels B, C, D, E, F1, G1, H, I, L1, M1, N and O and shown on Exhibit B, and subdivided or other legally segmented and alienable portions of such parcels.
- 2.6 "OWNER" means Samson Family Land Company L.L.C. and each subsequent record owner or contract purchaser, whether one or more persons or entities, of a fee simple interest to any Lot or Residence. Contract sellers and mortgagees or others having an interest in a Lot or Residence merely as security for performance of an obligation shall not be considered "Owners."
 - "PROPERTY" means all of the real property described in Exhibit A. 2.7

ARTICLE 3. LAND USE RESTRICTIONS

Use Restrictions. Each Lot shall be used solely for (i) private single-3.1 family residential purposes and (ii) related facilities normally accessory or incidental to a residential community and which is not precluded by the zoning applicable to the Lot. No Lot shall be short platted or subdivided without City approval | Each Residence shall be site built and no tent, trailer, modular or mobile home shall be used as a Residence. No Residence shall be constructed which exceeds three stories in height, exclusive of basement. All construction shall conform to the requirements of the State of Washington codes (building, mechanical, electrical, plumbing) in force at the commencement of the construction, including the latest revisions thereof.

CC&R's 12-27-01

200201020252 Page: 2 of 14 COUEN \$31.00 Kitsap Co, NA



- 3.2 Maintenance. Each Lot, the Improvements thereon and associated landscaping shall be maintained by the Owner thereof in a reasonably neat, clean and sightly condition at all times, shall be kept free of accumulations of litter, junk, containers, equipment, building materials and other debris, and shall be free of activities or conditions which unreasonably interfere with the rights of other Owners to use and enjoy any part of the Property. All refuse shall be kept in sanitary closed containers screened from the view of any other Lot or any public right-of-way or private access easement, and the containers shall be emptied regularly and their contents disposed of off the Property.
- Screening. Each Lot Owner shall screen from the view of any other Lot 3.3 and any public right-of-way or private access easement, all conspicuous antennae and satellite reception dishes, refuse containers (as provided in Section 3.2 above) and the long-term (more than 72 hours) parking or storage of vehicles, boats, trailers, trucks, campers, recreational vehicles, or any other equipment, goods, materials or device.
- 3.4 Fences, Walls and Shrubs. Fences, walls or shrubs are permitted to delineate the lot lines of each Lot, so long as such fences, walls of shrubs do not interfere with utility or other recorded easements. No barbed wire or corrugated fiberglass fences shall be erected on any Lot.
- Temporary Residential Structures. No structure of a temporary 3.5 character or trailer, recreational vehicle, basement, tent, shack, or other out buildings shall be placed or used on any Lot at any time as a residence, either temporarily or permanently. No vehicles parked in public rights-of-way or on any part of the Property may be used temporarily or permanently for residential purposes. All such structures shall be removed at the expense of the Owner of the Lot on which the structure is located or the Owner that is otherwise responsible.
- 3.6 Building Setbacks. Setback requirements for all Residences, Improvements and other improvements shall meet City requirements. No Residence or other structure or building Improvement shall be located any nearer than forty feet (40') to the external boundaries of any Lot line, or seventy-five feet (75) from the centerline of any public or private roads (except Fort Street), except the setbacks for Residences and other structures or building Improvements on Lot B shall be twenty-five feet (25') from both the external lot boundaries and of the centerline of any public or private road. For the purpose of this Declaration, eaves, steps, chimneys and open porches shall not be considered as part of the Improvements excluded from a setback area.
- Signs. Any signs permitted on the Property shall comply with applicable 3.7 laws and ordinances.

CC&R's 12-27-01



81/02/2602 02:57P COVEN \$31.88 Kitsap Co. HA

₹ 17.1 ¥

- 3 -

- Animals. Animals may be kept on a Lot consistent with City laws and 3.8 regulations. Animals shall not be kept or bred on a Lot for commercial purposes except to the extent allowed by City laws and regulation and so long as no noise, odor or other adverse impacts occurs on other Lots from such activities. All pens and enclosures shall be kept reasonably clean, odor free and screened from the view from other Lots, public rights-of-way and private access easements at all times.
- Delegation of Use and Responsibilities. If an Owner rents or leases his Lot, the Owner shall deliver a copy of this Declaration to the prospective renter at the time of commitment to the rental agreement. Each Owner shall also be responsible for informing contractors, agents, guests and service personnel of the contents of this Declaration.
- Vegetation Protection. Owners shall not remove trees with a trunk 3.10 diameter of twelve inches (12") or greater, measured DBH (diameter breast height), within twenty-five feet (25') of any Lot line, except this restriction shall not apply to Lot B. Notwithstanding the foregoing, an Owner may remove dead trees or other hazardous vegetation, subject to compliance with any city laws and regulations. Owners shall not remove trees or other vegetation on their Lots except in compliance with applicable City laws and regulations.

ARTICLE 4. UTILITIES, DRAINAGE EASEMENTS

Utilities and Drainage Easements. Declarant and each Owner 4.1 hereby grant, reserve and establish hereby-nonexclusive utility and drainage easements over the ten-foot (10') wide strip on each Lot lying parallel with and adjacent to any public or private street for the benefit of every other Owner, as needed to provide utility and drainage service to the Lots. Utilities include, but are not limited to, electric, telephone, gas, cable television service and water. Each Owner, and any utility purveyor authorized by any Owner, shall have the right to enter upon the easements over the Lots to install, maintain, repair and replace utility and drainage facilities to effectuate the purposes of the easements. Improvements shall be underground to the extent feasible No Improvement, plantings, material, fill, or other substances or obstruction may be placed in the easements if it would interfere with any utility or drainage service or maintenance. Each Owner shall keep that portion of the drainage easement located on his/her Lot free of debris and functioning. Each Owner shall maintain in proper working order all storm drainage facilities on his/her Lot, which utilize the drainage facilities, located in the easements.

ARTICLE 5. GENERAL PROVISIONS

Enforcement. Declarant and each Owner shall have the right to enforce 5.1 by any proceedings at law or in equity all rights, duties, obligations, covenants and ease-

CC&R's 12-27-01





COUEN \$31.00 Kitsap Co. WA

200201020252

ments now or hereafter imposed by the provisions of this Declaration. Failure by Declarant or an Owner to enforce any right, duty, obligation or covenant herein contained shall in no event be deemed a waiver of the right to do so thereafter. In the event of legal action to enforce this Declaration, the prevailing party shall be entitled to recover court costs, reasonable attorneys' fees and any other expenses of litigation.

- Limitation of Liability. So long as Declarant acts in good faith without willful or intentional misconduct upon the basis of information reasonably obtained, Declarant shall have no liability to any Owner or other person for any of Declarant's action, omissions or errors under this Declaration.
- Binding on Successors. The provisions of this Declaration shall run with the Property and apply to and bind the successors and assigns in interest and all parties having or acquiring any right, title or interest in the Property or any portion thereof.
- Amendment. No amendment of this Declaration shall have a material adverse effect on any right of any Owner. After the Development Period, this Declaration may be amended by an instrument signed by Owners owning lots which are equal to or greater than 67% of the acreage comprising the Property. Any amendment must be recorded before it is effective. "Development Period" means the time during which the Declarant owns any portion of the Property or there are still improvements being constructed by Declarant on the Property, and the Development Period shall end at the earlier of: (a) sale of all of the Property to Owners other than Declarant; (b) notice from Declarant; or (c) twenty (20) years after the date of recording this Declaration.
- Interpretation. Use of the singular herein shall include reference to the plural, and vice versa, and use of the masculine gender shall include reference to the feminine gender. The captions in this Declaration are inserted only as a matter of convenience and for reference, and in no way describe, define, or limit the intent of this Declaration. The captions are not to be used in interpreting this Declaration.
- Severability. The invalidation of any one of the provisions herein by judgment or court order shall not in any way affect any other provision, which shall remain in full force and effect.

DATED this 18 day of bec_ 2001.

DECLARANT:

Samson Family Land Company L.L.C.

CC&R's 12-27-01





COVEN 431.80 Kitsap Co. HA

01/02/2002 92:57P

200307310821 Page: 7 of 17 67/31/2883 84:28P Kitsap Co. WR

OWNERS:

Samson Family Land Company L.L.C.

ATTACHMENTS:

Exhibit A

Legal Description of Property

Exhibit B

Map of Property

ACKNOWLEDGMENT

STATE OF WASHINGTON

COUNTY OF KING

On this 28 day of December, 2001 before me, a Notary Public in and for the State of Washington, personally appeared Kelly Samson, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed this instrument, on oath stated that he was authorized to execute the instrument, and acknowledged it as a Member of Samson Family Land Co. L.L.C. a Washington limited liability company, to be the free and voluntary act and deed of said limited liability company for the uses and purposes mentioned in the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written



Y PUBLIC in and for the State of Washington, residing at Brewellon, WA My appointment expires 10.19 00

Print Name_S

CC&R's 12-27-01



COVEN \$31.00 Kitsap Co, UR

-6-



North EASEMENT LOT'O' AND BOUNDARY WHY LOT "N'

Phinicis (North)





LARGE TREES ON NORTH END OF

LOT "O" in the original EASEMENT

(there is access through the

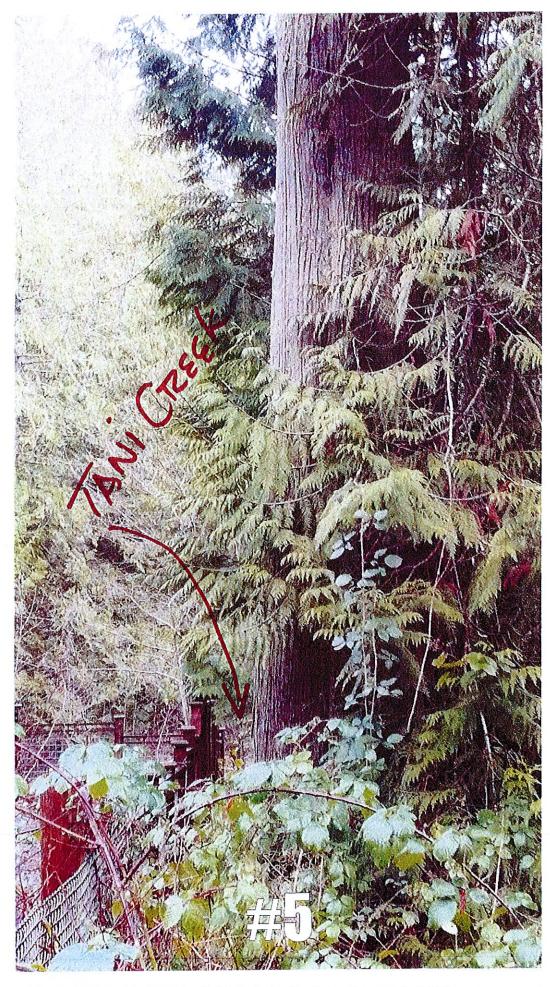
gate off Tani Creck that

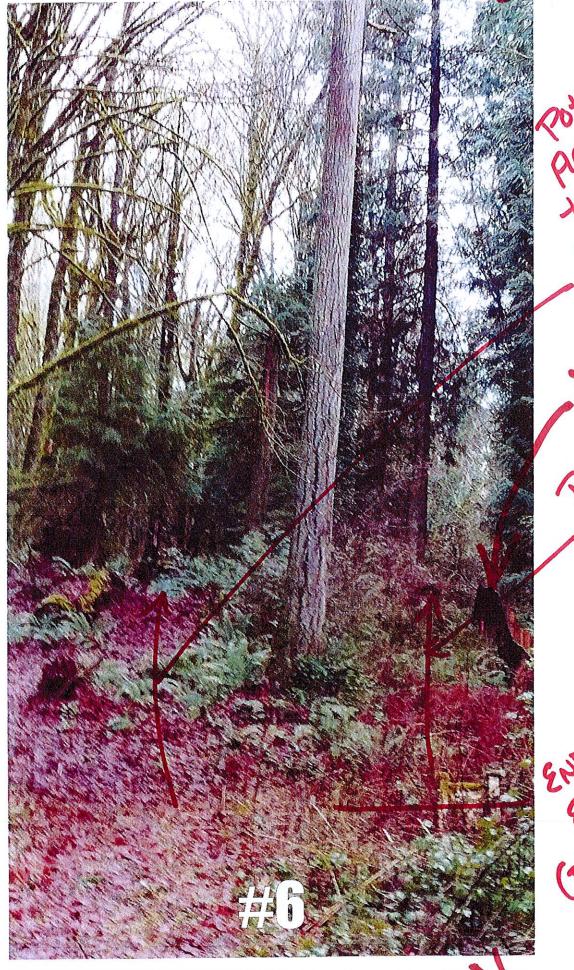
closs Not Interfere with

the trees)



LOTIN'S LOTIN'S SEE PHOTO





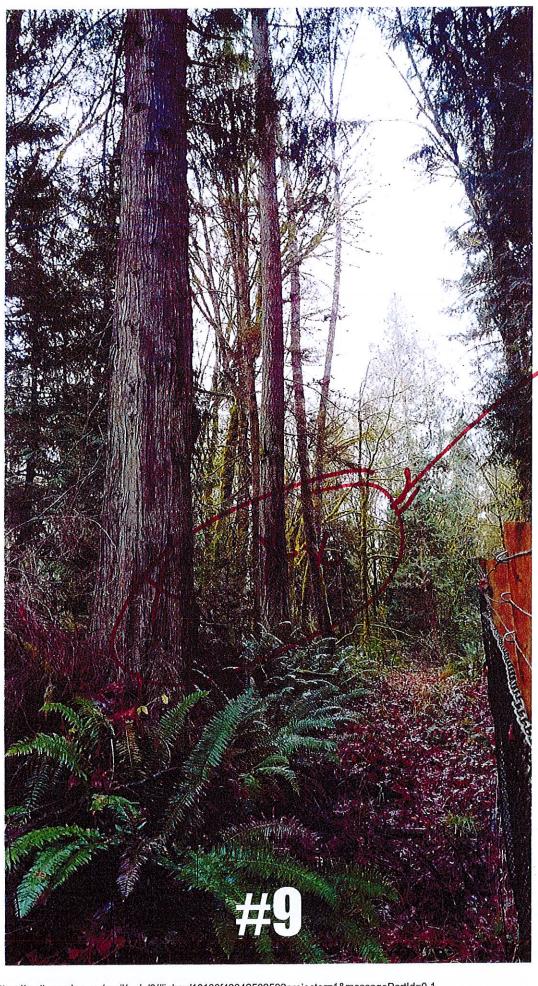
SOFERNIEN POR CO The Residence of the Re END CROPICAL CORNER COR



These HREAS
AND JEGITAIN
SWOULD. Zemovalite Zemovalit APPROVED CHE TOURS



Trees would De OUT C DOWN SED PROPOSED PLAN WKS PLAN WED APPROVED



TREES PROVED PAN POSED PAN PROVED WAS PRINTED WAS PRIN MANDO

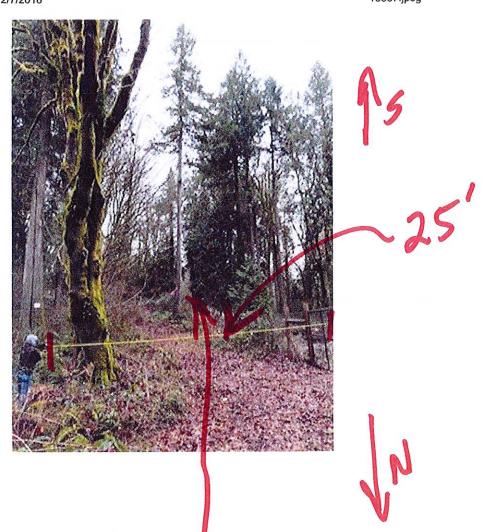


PERONE PROPERTY DE PROPERTY DE



TREE WOULD BE WOULD SEP JAN WAS APPROVED APPROVED





PROPOSED EASEMENT EXTENSION
WOULD TAKE OUT ALL OF
Whese trees Along the
LAST LINE OF LOT N AND WEST
LINE OF LOT O

#13



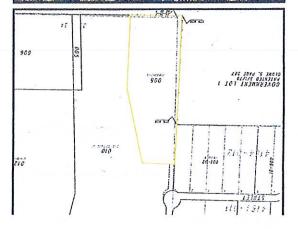
Pristine land, set on a ridge, wonderfully quiet in a neighborhood of estate homes. The near 6-acre property levels-off on top so that when the new house is built it will look out into the surrounding treetops. Bordered on two sides (south and west) by 135-acre parkland. Wonderful nature trails wind throughout the area.

Price: \$545,000 NWMLS# 845579

View this property's website at: www.windermere.com/mls/845579

Bill Hunt 206.300.4889 Bill@HuntWilson.com Mark Wilson 206.919.8039 Mark@HuntWilson.com





Unit:

3310 NE Tani Creek Rd , Bainbridge Island 98110

Property Sub Vacant Land

Listing #: County:

Style:

Project:

Zoning:

First Refusal:

High Schl:

845579 Kitsap

41 - Res-Over 1 Acre

Acreage: 5.880 ac Lot Size: 256,133 sf

170

Community: Port Blakely

Map: Grid:

Area:

35 B-1

School Information

Sch District: Bainbridge Island Elementary: Bainbridge Schools Jr. High: Woodward Mid

Bainbridge Isl

R-0.4

Annual Taxes: Sr. Exemption:

Tax Year:

2015 \$3,451 No

Assessment:

Assessment Fees

Property Details

Gas:

Sewer: Water:

Not Available Not Available Available, in Street

Topography:

Level, See Remarks, Sloped

Docs Available:

CCRs

Restrictions:

CC&R

HOA Dues Incl:

View:

Lot Details:

Cul-de-sac, Paved Street

Improvements:

Community Features:

Terms:

Road Information:

Access Easement

Septic Information

Septic System Type: Soils Feasibility Avail:

Soil Test Date:

Septic Design Applied For:

Septic Design Apprv Dt:

Septic Design Expire Dt:

Directions: Blakely Avenue to Tani Creek Road to end of cul-de-sac. Look for arrow pointing through gate; property starts approximately 175' in from gate. 0 PROPOSED by Millers