

# LAKEWOOD COLONIAL VILLAGE

ADDITION TO PIERCE COUNTY, STATE OF WASHINGTON,

I hereby certify that I have surveyed the heron shown and described tract, that this map is a true delineation of said survey and that stone monuments have been established at all points marked thus (S), iron pipe monuments at points marked thus (O), and that all lots have been staked as shown hereon.

Gordon E. Fox

Registered Professional Land Surveyor

" Gordon E. Fox  
" Registered Land Surveyor  
" State of Washington

SHEET 1 OF  
2 SHEETS

SCALE  
1" = 30'

Note: A 5 foot strip for a drainage easement is dedicated to Pierce County on the South boundary of Flat, and the extra thereof to the water line of Lk. Stellacom.

## DEDICATION

Know all men by these presents that we Harold W. Gloyde and Thelma K. Gloyde husband and wife and Elmer D. Hubbard and Myrtle E. Hubbard husband and wife, and Philip Horther and Mary Horther husband and wife, owners in fee simple now and at all times since acquiring the hereon described tract, that we have caused the same to be surveyed and platted into lots as shown hereon to be known as LAKEWOOD COLONIAL VILLAGE

We hereby dedicate these lots to the purchasers thereof for residential purposes and we further dedicate to the purchaser of each an undivided one eleventh interest in Lot 12 and all appurtenances thereon in accordance with the protective covenants herein contained.

Harold W. Gloyde  
Thelma K. Gloyde  
Philip Horther  
Mary Horther  
Elmer D. Hubbard  
Myrtle E. Hubbard

## ACKNOWLEDGMENTS

STATE OF WASHINGTON )  
County of Pierce ) S S

I hereby certify that Harold W. Gloyde and Thelma K. Gloyde, and Philip Horther and Mary Horther to me known to be the individuals in, and who executed the within instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein shown.

In witness whereof I have hereunto set my hand and affixed my official seal. This 2 day of January 1952.

" R.D. Harkness Notary Public  
" State of Washington  
" Commission Expires Apr. 16, 1952 "

R. D. Harkness  
Notary Public in and for the State of Washington residing at Tacoma Wash.

State of Washington )  
County of Pierce ) S S

I hereby certify that Elmer D. Hubbard and Myrtle E. Hubbard to me known to be the individuals in and who executed the within instrument and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes herein shown.

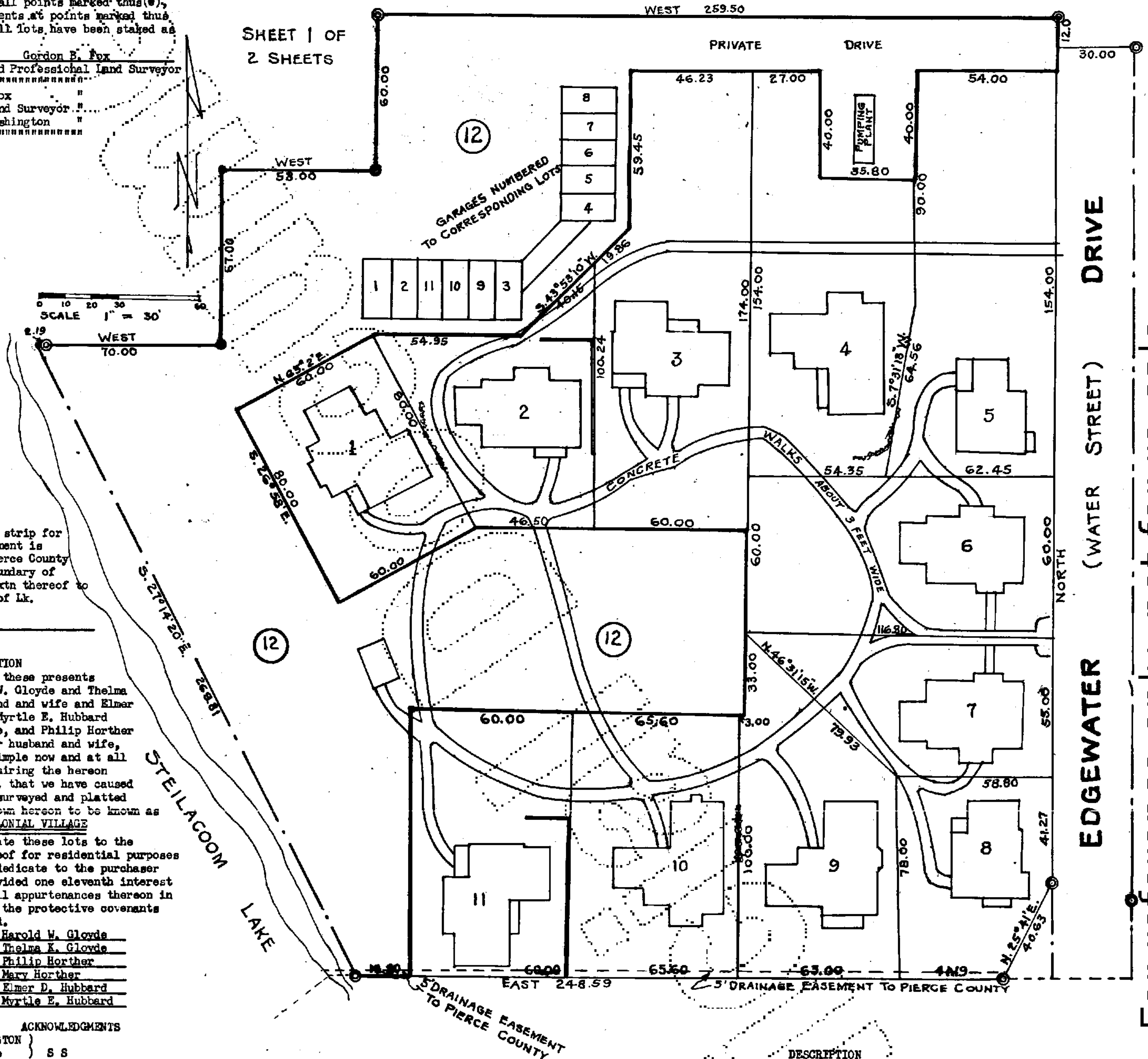
In witness whereof I hereunto set my hand and affix my official seal this 2 day of January 1952

" C. William Brasier Notary Public  
" State of Washington  
" Commission Expires Sept. 22, 1954 "

C. William Brasier  
Notary Public in and for the State of Washington residing at Tacoma Wash.

COMPARED BY A.W.-T.L.  
INDEXED BY A.E.

1620031



## DESCRIPTION

Beginning at a point 12.00 feet North and 30.00 feet West of a stone monument designated as the intersection of the Center-line of Cherry and Water Streets in the recorded plat of the Town of Custer; thence West at right angles 259.50 feet; thence South 60.00 feet; Thence West 58.00 feet; thence South 67.00 feet; Thence West 72.19 feet to a point on the shore of Stellacom Lake; thence South 279.12 feet East along the shore of Stellacom Lake 269.81 feet to the intersection with the South line projected of vacated Flora Street in said plat; thence East along the South line of said vacated Flora Street 248.59 feet; thence North 25.41 feet East 40.63 feet; thence North 330.27 feet to the place of beginning. Together with all shore lands of the second class abutting thereon.

## APPROVALS

Approved by the Pierce County Planning Commission this 25th day of February 1952.  
F. R. Worthen  
Vice-Chairman

Approved by the County Engineer this 25 day of February 1952

" Wm. A. Stancer  
" Registered Professional Engineer  
" State of Washington

William A. Stancer  
County Engineer  
By Deputy

Approved as to form this 5th day of March 1952

Prosecuting Attorney, Pierce County

Robert A. Jacques  
Deputy

For reference only, not for re-sale.

See Modification of Restrictive Covenants # 2037888, Vol 1325, Page 477 of 478

Final Amend: Feb 21 1952 1429 P 99  
REVISION OF 1st AMENDMENT - AF# 2978955

LAKEWOOD COLONIAL VILLAGE  
Addition to Pierce County, State of Washington

SHEET 2 of 2 SHEETS

PROTECTIVE COVENANTS

1. No animals or fowls shall be raised, kept or permitted upon said property or any part thereof, excepting only domestic dogs or cats, and excepting caged pet birds, provided that said dogs, cats and pet birds are not kept, bred or raised for commercial purposes or in such numbers as to create a nuisance to the owners of adjoining property.
2. Said property shall not, nor shall any part thereof, be used for the purpose of exploring for, taking from, or producing therefrom, gas, oil, or other hydrocarbon substances.
3. No persons, excepting persons who shall be of the Caucasian race, shall be allowed to purchase, nor allowed to use or occupy said property or any part thereof, except in the capacity of domestic servants, chauffeurs, or employees of the occupants thereof.
4. 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.
5. All lots shall be subject to any power lines, water or gas pipe lines, drainfields, sewer facilities, and telephone lines or conduits, now existing upon or under the surface of the property, and subject to the rights of the plattees, their heirs or assigns, to maintain, repair, or replace said lines, and subject to an easement in favor of plattees and all owner of lots in this plat, to use, maintain, repair, or replace the paved walks upon the above described property.
6. 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 has been approved by a majority of the owners of Lots 1 to 11, inclusive, 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 unless similarly approved.
7. Lot Twelve. The owners of Lots One to Eleven, inclusive, shall each be entitled to an undivided one-eleventh ownership interest in Lot 12, which includes improvements in addition to the real property, as follows: (a) Boat and bathing beach, (b) park area, (c) water pumping system, (d) lighting system, (e) garages, driveways, and parking areas, and (f) fences.

For the benefit of the owners of Lots 1 to 11, inclusive, the owners of each of said lots shall pay for the cost of maintaining Lot 12 and the improvements thereon, the expense of electric power consumed in the pumping of water and lighting, and necessary repairs to the roofs and exteriors of the garages on said Lot 12, to the extent of one-eleventh of the total cost thereof, such total cost to be determined by a majority of the owners of said Lots 1 to 11, inclusive.

The owner of each of said Lots 1 to 11, inclusive, shall be entitled to one particular garage space in the building located on Lot 12, said garage space being designated on said plat, each lot being entitled to the garage space carrying the same number as the lot, and such owner shall be responsible for the upkeep and repair of the garage assigned to him.

It is intended that the real estate taxes, assessments, or other municipal charges of every kind whatsoever, charged against Lot 12 and the improvements thereon, be divided equally among Lots 1 to 11, inclusive, and that taxes and any other municipal charges be not separated on said Lot 12, but divided and charged equally among Lots 1 to 11, inclusive.

- (A) In construing this Declaration or any part thereof, stipulations which are necessary to make this declaration or any of its terms or provisions reasonable, are implied.
- (B) The determination by any court that any of the provisions of this Declaration are unlawful or void, shall not affect the validity of any of the other provisions thereof.
- (C) All of the conditions, restrictions and covenants set forth in this declaration are imposed upon said property for the direct benefit thereof, and of the owners thereof, or those having a contract interest in the purchase of any portions thereof, or as mortgagees of any portion thereof, as a part of the general plan of development theretofore or hereafter adopted for the improvement thereof; and such conditions, restrictions and covenants shall run with the land and continue and be in force and effect until January 1, 1975, and shall, as then in force, be automatically extended and continued without further notice from that time for a further period of 10 years, and thereafter for successive periods of ten years each without limitation, unless at least 1 year prior to January 1, 1975, or at least one year prior to the expiration of any successive ten year period thereafter, a written agreement executed by the then recorded owners or contract purchasers in possession of 75% or more in area of said property then subject to this declaration, exclusive of streets, parks, and open spaces, be placed on record in the office of the County Auditor of Pierce County, Washington, changing, modifying or extinguishing any of said conditions, restrictions or charges as to all or any part of the property then subject thereto, in the manner and to the extent provided, in which event the unextinguished, unchanged and unmodified conditions, restrictions and covenants, and this conditions, restrictions and covenants as therein changed or modified, shall continue in force for successive periods of ten years each, unless and until further changed, modified or extinguished in the manner hereinabove provided.

COUNTY TREASURER

Pacoma, Wash. This 28th day of February 1952  
I hereby certify that there are no unpaid County or State taxes on the here included property.

\*\*\*\*\*  
" TREASURER " L. R. Johnson  
" Official Seal " Pierce County Treasurer  
" Pierce County Washington " By \_\_\_\_\_  
\*\*\*\*\* Deputy.

PIERCE COUNTY COMMISSIONERS

Approved by the Board of County Commissioners this 10th day of March 1952

\*\*\*\*\*  
" COMMISSIONERS COURT " R. F. Gleason Chairman  
" Pierce Co. Washington " Paul Newman  
\*\*\*\*\* Harry Sprinker

COUNTY AUDITOR

Recorded in the office of the Auditor Pierce County, Washington  
this 13th day of March 1952, at 47 minutes past 1 o'clock.  
Vol. 15 pg. 95 & 96

JACK W. SONNTAG PANA HALKIDES  
Auditor Deputy  
\*\*\*\*\*  
" County Auditor " SEAL  
" Pierce County Washington " \*\*\*\*\*

For reference only, not for re-sale.