

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, MARCH CONSTRUCTION CO. INC., a Washington corporation, hereinafter called "The Owner", is the owner of the following described land:

Lots 10, 11, and 12, Block 42, Congdon's Addition;  
Blocks 1 to 8, inclusive, in Murry's Addition;  
Lots 1 and 2, Block 41, Congdon's Addition  
Lots 1 and 2, Block 48, Congdon's Addition  
Lots 1 and 2, Block 49, Congdon's Addition  
Lots 1 and 2, Block 56, Congdon's Addition;  
Lots 2 to 12, inclusive, Block 41, Kennedy's Second  
Addition; and

South 21.55 feet of the East one-half of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North, Range 3 East, W. M., together with that portion of vacated Alder Street lying between said tract and Block 41, Kennedy's Second Addition; together with vacated Alder Street from South 17th Street to South 19th Street except where said Alder Street is intersected by the alley between South 17th and South 18th Street, South Lawrence and South Cedar; and except where the alley serving Blocks 1, 2, 3 and 4, in Murry's Addition intersects Alder Street except where South 18th Street intersects South Alder Street and except where the alley serving Blocks 5, 6, 7 and 8, in Murry's Addition intersects South Alder Street.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned is "The Owner" of the real estate situated in Pierce County, Washington, described above, is desirous that all sales of said property be made subject to certain reservations and covenants, the purpose of which is to insure the desirability of the property for residential purposes.

NOW, THEREFORE, in consideration of the premises, the undersigned hereby certifies and declares that the protective restrictions and reservations hereinafter set forth shall inure to the benefit of and be binding upon each and every lot in said tract, and shall apply to and be binding upon the respective owners of such lots and upon their successors in interest, such reservations and restrictions being as follows:

(1) These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1969, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by vote of a majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(2) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(3) 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.

(4) All lots in the tract shall be known and described as residential lots. No structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two (2) cars, and other out buildings incidental to residential use of the plot.

(5) No building shall be erected, placed, or altered on any building plot herein described until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures situated on any building plot described herein, and as to location of the building with respect to topography and finished ground elevation by a committee composed of James H. March and Ward A. Smith, or by a designated representative of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1948. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots described herein, and duly recorded, appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

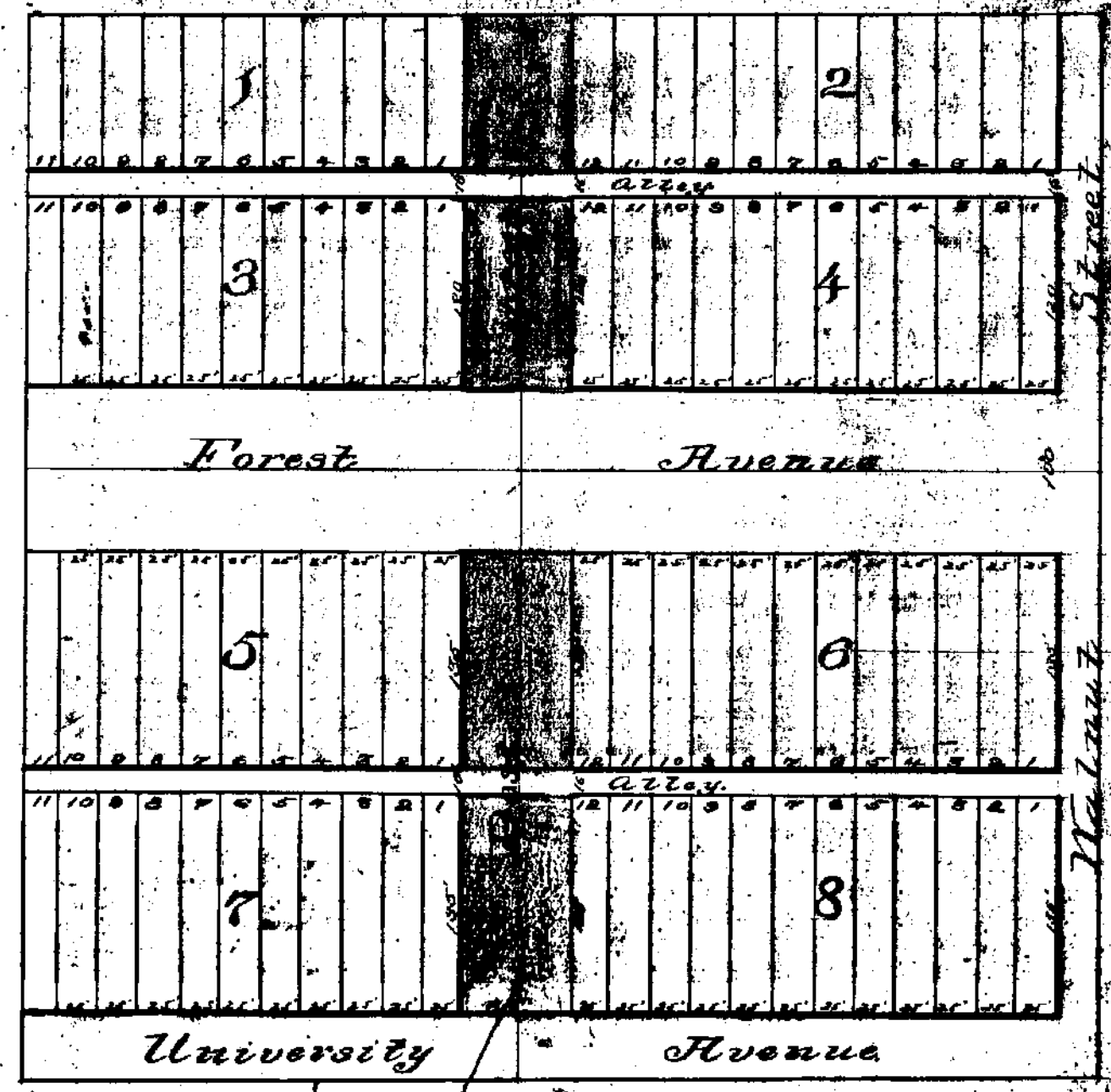
(6) No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line; except that on all building plots abutting South 17th Street between South Lawrence and South Cedar, no building shall be located nearer than ten (10) feet to the front lot line nor nearer than ten (10) feet to any side street line. No building, except a detached garage or other outbuilding located seventy-five (75) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than forty (40) feet from the front lot line.

(7) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 4500 square feet or a width of less than forty-nine (49) feet at the front building setback line.



# MURRY'S ADDITION

Tacoma W. T.  
SCALE 100 FT TO ONE INCH



VACATED 4-2-85 FEB 1367586 VOL. 777 P. 107

Known and known by these presents,  
that Murry's Addition to  
Tacoma W. T. comprises all of the following described tract  
of land, viz: All of the S. W. 1/4 of the S. E. 1/4 of S. W. 1/4 of Sec  
tion 8 Tp 20 N., R. 3 E., N. M., and that

We, the undersigned, do hereby donate and dedicate the  
streets and alleys as shown on the annexed plat to the  
use of the public forever.

Dimensions of lots and blocks, lengths of boundaries and  
widths of streets and alleys, are as shown upon the said an-  
nexed plat.

In Witness Whereof we have hereunto set our hands and seals this 31<sup>st</sup> day of January A.D. 1889.

Witnessed by Jno. W. Perry  
Harvey J. Huston

David P. Murry  
Mary A. Murry  
Isaac O. Jacke  
Lizzie Jacke  
William O. Siler

Territory of Washington } ss.  
County of Pierce

I hereby certify that on the 2<sup>nd</sup> day of February A.D. 1889, personally appeared before me, a Notary  
Public in and for Washington Territory, David P. Murry and Mary A. Murry, his wife, Isaac O. Jacke, his  
wife, and William O. Siler, unmarried to me personally known to be the individuals described in and who executed the  
foregoing instrument, and they, each of them, acknowledged to me that they executed the same as their free act and deed,  
for the uses and purposes therein set forth.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year  
first above written in this certificate

Harvey J. Huston  
Notary Public in and for Wash. Terr.



I hereby certify that I have surveyed the above described addition, and that it is platted in conformity to  
the adjacent additions.

C. O. Bean  
City Surveyor, Tacoma

Accepted by the City Council of the City of Tacoma this 2<sup>nd</sup> day of Feb. A.D. 1889.

Wm J. Meade City Clerk

Henry L. Evans Mayor

Filed this 21<sup>st</sup> day of February A.D. 1889, at 4:30 PM o'clock by D. P. Murry.

Edward H. Higgins  
Auditor of Pierce County

For reference only, not for re-sale.