

BROWN'S POINT HEIGHTS PIERCE COUNTY, WASHINGTON

SCALE 1 INCH = 100 FEET

Approved by the Board of County Commissioners of Pierce County, Washington, this 2nd day of Sept. 1941.



Geo. DeLant
John F. Gleason
Commissioners

L. D. Melton
Chairman

BROWN'S POINT HEIGHTS, PIERCE COUNTY, WASHINGTON

Description--

West half of Gov. Lot 2, being the West half of the Northwest Quarter of the Northeast Quarter of Section 21, Township 21 North, Range 3 East, W. M. in Pierce County, Washington, lying North of East Side Drive, containing approximately 20 acres.

Dedication--

Know all men by these presents: That we, Earl D. Mann and Marjorie Mann, husband and wife, A. J. Anderson and Myrtle K. Anderson, husband and wife, owners of the above described real estate, have caused the same to be surveyed and platted according to the accompanying map and do record the same under the title of "Brown's Point Heights, Pierce County, Washington," and we do hereby donate and dedicate to the use of the public forever the drives, way, road, and walk shown on said map, and for themselves, their heirs, executors, administrators, grantees and successors do hereby waive all claims for damages to the property included in said plat by reason of any cuts or fills made in the original grading of such drives, way, road, and walk, and we do further certify that we are the owners in fee simple of the title to said above described real estate, and that the same is free from any encumbrance whatsoever including current taxes for the year 1941. And we do hereby further declare the lands contained within said plat and the ownership thereof subject to the restrictive covenants hereinafter set forth which are made a part of this dedication and at all times hereafter run with said lands until amended or withdrawn as hereinafter provided. That it shall be unlawful for any person, firm or corporation holding any interest in said lands to violate or attempt to violate any of said covenants and should the owner of any part of said lands violate or attempt to violate said covenants or any part thereof, then the owner of any interest in any other part of said lands within said plat may enforce the provisions of said covenants by injunction of Court of competent jurisdiction and shall be entitled to damages, cost of action and reasonable attorneys fees as may be adjudged therein.

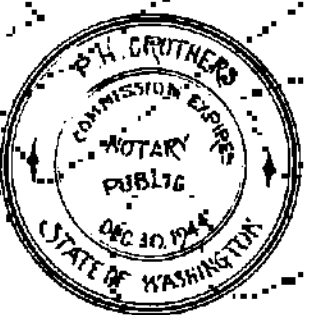
Any of these covenants not declared invalid or void by a court of competent jurisdiction shall be, and remain in full force and effect until amended or withdrawn as herein after in these covenants provided. IN WITNESS WHEREOF, We have hereunto set our hands and affixed our seals this 19th day of June, 1941.

Earl D. Mann
Marjorie Mann
A. J. Anderson
Myrtle K. Anderson

State of Washington }
County of Pierce }

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 19th day of June, 1941, personally appeared before me R. J. Anderson and Myrtle K. Anderson and Earl D. Mann and Marjorie Mann to me known to be the individuals who executed the foregoing instrument and acknowledged to me that they signed and sealed the same freely and voluntarily 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 date first above written in this certificate.



P. H. Crutcher
Notary Public in and for the State of Wash.
Residing at Tacoma.

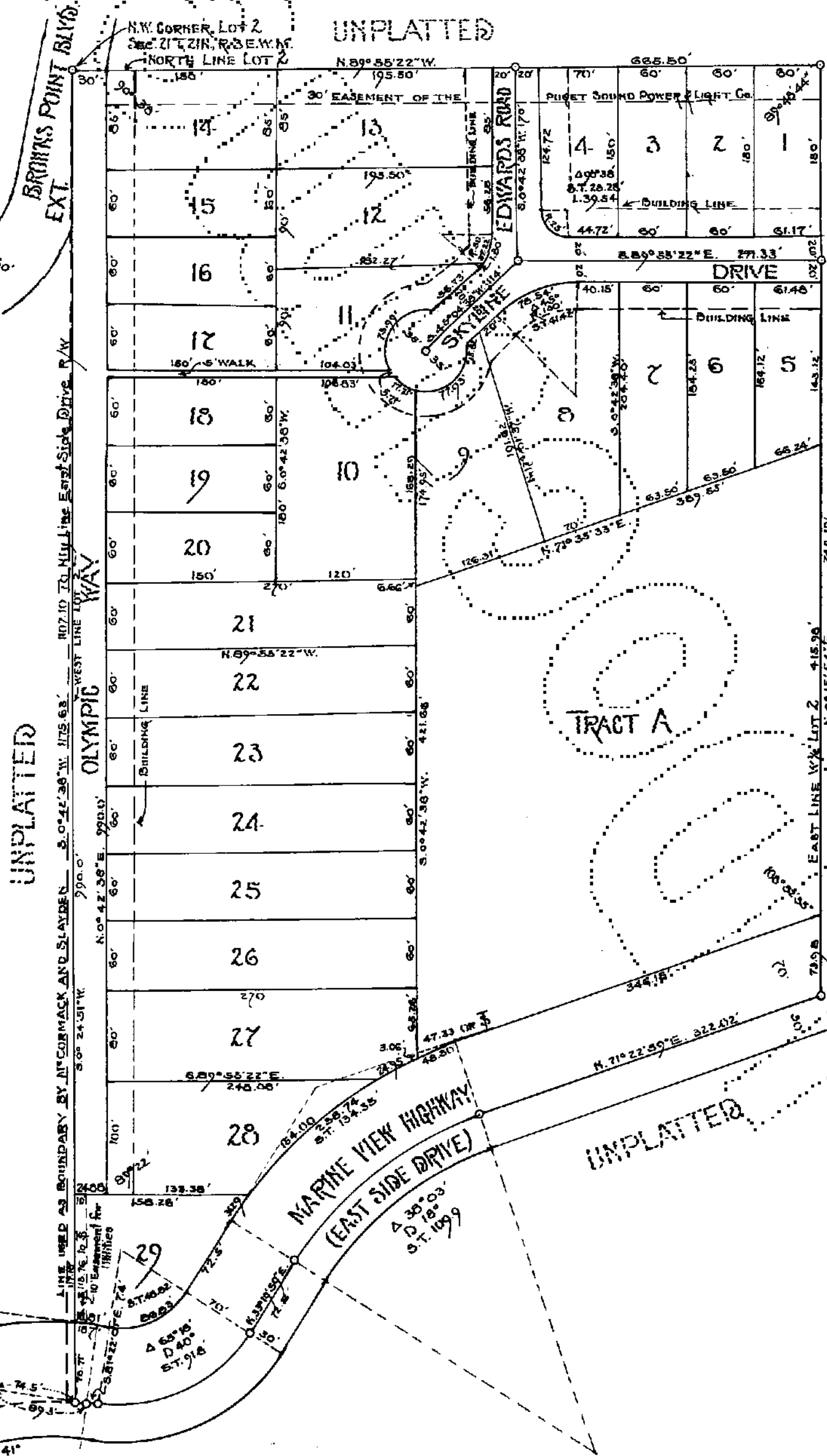
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Filed and recorded at the request of Hampshire Lumber Co. on this 19th day of September 1941, at 18 minutes past 10 o'clock A. M. on Pages 38 & 39 Vol. 12 of Record of Plats.

S. CLIFFORD DAVIS

Auditor, Pierce County, Washington

by J. S. Schlegel
Deputy



I hereby certify that all State and County taxes heretofore levied against the property described within according to the books and records of my office have been fully paid and discharged.
Dated this 2nd day of Sept. 1941.

Paul Newman
Treasurer, Pierce County,
Washington

We hereby certify that we have surveyed the accompanying Plat and that the courses and distances shown thereon are correct and that stone monuments and crosses have been placed at points indicated by small circles.

L. A. Nicholson & Sons,
Registered Engineers,
by L. A. Nicholson
Civil Engineer

Approved this 2nd day of Sept. 1941

E. J. White
County Road Engineer

Approved this 2nd day of Sept. 1941.

E. E. Peterson
Dept. Prosecuting Attorney

Approved by the Pierce County Planning Commission this 2nd day of Sept. 1941.

Indexed by M. S. G.
Compared by M. S. G. and C. R.

Wheaton Thompson
Secretary



For reference only, not for re-sale.

BROWN'S POINT HEIGHTS PIERCE COUNTY, WASHINGTON

Restrictive Covenants

1. All lots set forth in said plat shall be used for residential purposes only, and no structure shall be erected, altered, placed or permitted to remain on any of said lots other than one single detached single-family dwelling of not to exceed two and one-half stories in height and a private garage to accommodate two automobiles for family use. Except lots 16 to 25 inclusive on which no dwelling or residential building shall be constructed of greater height than one and one-half stories.

2. No building shall be erected, placed or altered on any building plot in this sub-division 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 in the sub-division and as to location of the building with respect to topography and finished ground elevation, by a committee composed of F. P. Anderson and the Hampton Lumber Co. Inc., or by a representative designated by a majority of said committee. In the event of the death or resignation of any member of said committee, the remaining member or members 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 or location within thirty days after said plans and specifications have been submitted to it or action is not taken to enjoin the erection of such building or the making of such alterations 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 the designated representative shall be entitled to compensation for services performed pursuant to this covenant. The powers and duties of such committee and its designated representative shall cease on and after January 1, 1945, and 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 in this sub-division and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

3. No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. In any event, no building shall be located on any residential building plot nearer than 25 feet to the front lot line, nor nearer than 10 feet to any side street line. No building, except a detached garage or other out building located 75 feet or more from the front lot line, shall be located nearer than 6 feet to any side lot line.

4. No residential structure shall be erected or placed on any building plot which plot has an area of less than 7500 square feet or a width of less than 60 feet at the front building set back line, and there shall not be erected or maintained upon any lot in said plat any structure other than a single detached dwelling with or without private garage.

5. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

6. No trailer, basement, tent, shack, garage, barn or other out building erected in this plat shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence.

7. The ground floor area of all dwellings exclusive of one story porches and garage shall be not less than 800 square feet in the case of a one story structure nor less than 1000 square feet in the case of a one and one-half, two or two and one-half story structure at a minimum cost of \$3500.00 and that said premises shall be used only for private residence purposes and no building shall be allowed to remain in an unpainted condition for more than three months from date of completion, and all buildings shall proceed to completion without unnecessary delay.

8. Until public sewers are available all sewage disposal shall be by means of septic tanks and tile disposal fields in accordance with the regulations of State of Washington Department of Public Health and local authority.

9. All structures erected or placed on said lots shall be completed as to external appearance including painting and connection with septic tank or sewer as the case may be within six months from commencement of construction.

10. No person of any race other than White or Caucasian race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant who are of the Caucasian race.

11. No poultry or animals other than household pets, as such or family saddle horses as such, shall be kept on any of the lots in this plat.

12. No spirituous liquor shall be sold or dispensed on any of the lots in this plat.

13. These restrictive covenants run with the lands in said plat and shall be binding upon all owners, lessees, and purchasers, their heirs, executors, administrators and assigns, and persons claiming under them, until January 1, 1967, at which time they shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in this plat, (each lot owner being entitled to one vote for every lot held by him, in person or proxy) it is decided to change said covenants by amendment in whole or in part or by withdrawal of said covenants in the entirety, and should such amendment or withdrawal be decided, notice thereof shall be filed with the Auditor of Pierce County, Washington of such change in said covenants on or before the 1st day of January 1967, together with a description of the real estate affected thereby.

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