

PROTECTIVE COVENANTS FOR CERTAIN
LOTS IN CAPITOL HEIGHTS ADDITION

These covenants are to run with the hereinafter described lots in Capitol Heights Addition, Tacoma, Pierce County, Washington, and shall be binding on all parties and all persons claiming under them until April 1, 1967, at which time said Covenants shall be automatically extended for successive periods of 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.

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.

The lots, affected by these Covenants, in said Capitol Heights Addition, a plat of which was filed for record in the office of the Auditor of Pierce County, Washington and recorded in Book 9 of Plats at Page 50 in said Auditor's office are more particularly described as follows:

Lots Five (5) to twenty-one (21) inclusive, Block One (1); Lots fourteen (14) to twenty-three (23) inclusive, Block Three (3); Lots thirteen (13) to eighteen (18) inclusive, and Lots twenty-two (22) and twenty-three (23), Block Four (4); Lots four (4) to twelve (12) inclusive, and Lots sixteen (16) to twenty-three (23) inclusive, Block Five (5); Lots one (1) and two (2), ten (10) to nineteen (19) inclusive, and Lots twenty-two (22) and twenty-three (23), Block Six (6); Lots three (3) to twenty-three (23) inclusive, Block Seven (7); Lots five (5) to twenty-three (23) inclusive, Block Eight (8); Lots thirteen (13) to sixteen (16) inclusive, Block Nine (9); Lots one (1) to twenty-six (26) inclusive, Block Eleven (11); Lots one (1) to twenty-six (26) inclusive, Block Fourteen (14); Lots one (1) to twenty-six (26) inclusive, Block Fifteen (15); Lots one (1) to twenty-two (22) inclusive, and Lots twenty-five (25) and twenty-six (26), Block Sixteen (16).

That prior to the first day of April, 1967, no flat, apartment house, store, factory or business house shall be placed or erected upon said lots or part thereof.

No dwelling shall be placed or erected thereon which shall cost less than \$2000.00.

No building, including porches attached thereto, shall be constructed, placed or maintained within 20 feet of the front line of said lots; all dwellings erected on said premises must be at least 5 feet inclusive of said porches from the line separating the said premises from the lot directly adjoining thereto.

No single building site shall be less than 5000 square feet in area except Lots 25 and 26 in Block 16 and Lots 25 and 26 in Block 15, which shall constitute two building sites.

No person of any race other than the white or Caucasian shall use or occupy said real property except that this covenant shall not prevent occupancy by domestic servants domiciled with owner or tenant.

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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 and one-half stories in height and a private garage for not more than two cars.

RECORDED

No building shall be erected, placed, or altered on any building plot on the within described real estate until the building plans, specifications, and plot showing the location of such building have been approved in writing as to the conformity and harmony of external design with existing structures in the subdivision by Geo. D. Poe & Co., a corporation of Tacoma, Washington. The powers and duties of Geo. D. Poe & Co., shall cease on and after January 1, 1945. In the event Geo. D. Poe & Co. fails to approve or disapprove such design and location within 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 has 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 Geo. D. Poe & Co., nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant.

No building shall be located nearer than 20 feet to the front lot line nor nearer than 10 feet to any side street line. No building, except a detached garage or other outbuilding located 75 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line. Front lot line for said Blocks 8 and 16 shall be construed as Anderson Street.

Any dwelling or structure erected or placed on any lot mentioned shall be completed as to external appearance including finished painting within 6 months from date of commencement of construction and shall be connected to public sewer.

The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two or two and one-half story structure.

J. A. McLeod
Mamie W. McLeod
(Owners)

Burns Poe
Elsie Mae Poe
(Owners)

STATE OF WASHINGTON)
COUNTY OF PIERCE) SS.

I, the undersigned, a Notary Public in and for the said State, do hereby certify that on this 26th day of May, 1941, personally appeared before me J. A. McLeod and Mamie W. McLeod, his wife, and Burns Poe and Elsie Mae Poe, his wife, to me known to be the individuals who executed the within and acknowledged that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

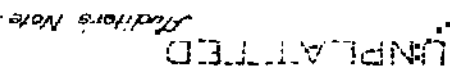
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

James McCallister
Notary Public in and for the State
of Washington, residing at Tacoma

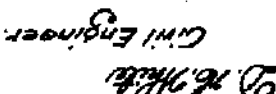
Filed for Record May 27 1941 11:31 A.M.
Request of COMMONWEALTH TITLE CO.
S. CLIFFORD DAVIS, County Auditor

GEO. D. POE & CO.

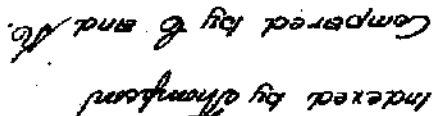
CROWLEY 1st ORCHARDS SECOND



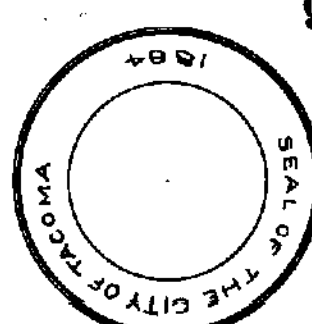
Capital Realty Company
By O. T. Hall
his Vice President
J. H. McConville
his Secretary



Edward M. Smith
Treasurer Pierce County, Washington



Notary Public in and for said State residing
at Tacoma, Pierce County, Washington.



John H. Bunnell
Mayor

Wm. J. [illegible]
Auditor of Pierce County, Washington

For reference only, not for re-sale.