

GEORGE E. CURRINGTON and
SOPHIE CURRINGTON, husband
and wife

Declaration of
Protective Covenants

- TO -

The Public

WHEREAS, GEORGE E. CURRINGTON and SOPHIE CURRINGTON, husband and wife, hereinafter called the Owners are the owners of the following described land:

Block 1, 2 and 3 of Curington's Addition to the City of Tacoma, according to the plat thereof recorded in the office of the Auditor of Pierce County, Washington, and

Lots 3 to 16 inclusive and Lots 21 to 28 inclusive, all in Block 2, Fletcher Heights Addition to Tacoma, Pierce County, Washington.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned are the owners of the real estate situated in Pierce County, Washington described above and are 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 certify and declare that the protective restrictions and reservations hereinafter set forth shall enure to the benefit of and be binding upon each and every lot in said property above described and shall apply to and be binding upon the respective owners of such lots and upon their successors in interests, 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, 1970, 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 purchasers of any part of the property above described, their heirs or assigns, shall violate or attempt to violate any of the reservations or restrictions herein, it shall be lawful for any other person or persons owning any part of the real property above described to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, reservation or restriction 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 residential building shall be built upon any part of the above described property which does not in all particulars conform to the present standards of construction adopted by the Federal Housing Administration for new home construction under title II loans.

(6) 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 and no residential building shall be erected on any lot further than forty (40) feet from the front lot line. No garage or other out building shall be built closer than seven and one-half ($7\frac{1}{2}$) feet to the adjoining property line, unless all of said building does not extend more than thirty (30) feet from the rear lot line and in no event shall any garage or out building be built closer than three (3) feet to the adjoining lot line. If a garage be less than ten (10) feet from any residential dwelling, the same shall be built as an integral part of such residential building. No garage, out building or other structure shall be built closer than five (5) feet to the rear lot line, provided, that this shall not be construed to prevent the building of fences or the planting of shrubs upon or closer to the rear lot line.

(7) No residential structure shall be erected or placed on any building plot which plot has an area of less than six thousand (6000) square feet or a width of less than fifty (50) feet at the front building set-back line.

(8) No fence shall be constructed exceeding forty-two (42) inches in height, nor shall any fence, wall, hedge, or mass planting extend nearer to any street than the setback line of the main building, except that nothing shall prevent erection of a necessary retaining wall, the top of which does not extend more than three (3) feet above the finish grade at the back of said retaining wall.

(9) 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.

(10) No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract 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.

(11) No dwelling shall be constructed in which the ground floor area of the main structure, exclusive of one story open porches and garages, is less than nine hundred and fifty (950) square feet. Provided, however, that if said dwelling so constructed is one and one-half stories with a finished attic, or a two story dwelling with a finished second floor, the ground floor area of said structure, exclusive of one story open porches

and garages shall be not less than seven hundred (700) square feet in area.

(12) No person of any race other than the White or Caucasian race shall use or occupy any building or any lot, except that this Covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

(13) Nothing contained in this agreement shall prohibit "The Owners" from affecting any further restrictive covenants with respect to said described property, or any part thereof, provided that said further restrictive covenants shall not conflict with or impair the force of the restrictive covenants set forth in this agreement.

IN WITNESS WHEREOF "The Owners" of said property have executed this instrument this 8th day of March, 1946.

George E. Currington

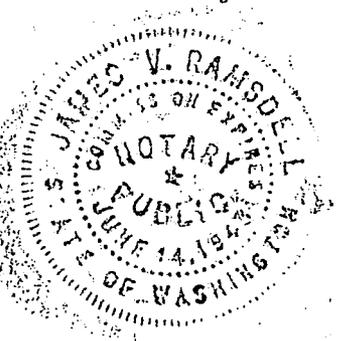
Sophie Currington

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 8th day of March, 1946, before me personally appeared GEORGE E. CURRINGTON and SOPHIE CURRINGTON, to me known to be the Owners described herein and who executed the within and foregoing instrument, 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 first above written.

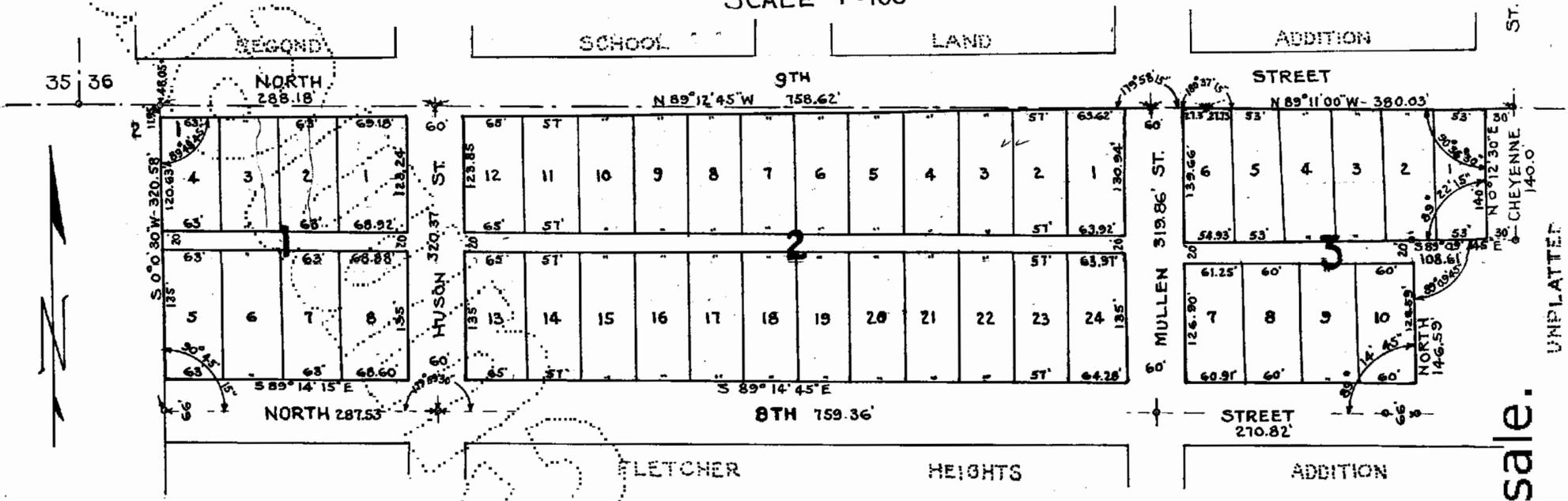
James V. Ramsdell
Notary Public in and for the State
of Washington, residing at Tacoma.



Filed for Record Mar. 12 1946 10 20
Request of Geo. Currington a.m.
J. E. FORD, County Auditor

CURINGTON'S ADDITION

TO TACOMA WASHINGTON
SCALE 1"=100'



THIS TO CERTIFY: THAT WE, GEORGE CURINGTON AND SOPHIE CURINGTON, MAN AND WIFE, OWNERS OF THE FOLLOWING DESCRIBED PROPERTY--BEGINNING AT THE NORTHWEST CORNER OF SECTION 1, TWP. 20 NORTH, RGE 2 E., W.M.; THENCE S0°0'30" W, 287.58 FT. TO A POINT, THENCE S89°14'15"E, 287.53 FT. TO A POINT; THENCE S89°14'45" E, 1030.18 FT. TO A POINT ON THE LINE BETWEEN GOVERNMENT LOTS 3 AND 4, THENCE NORTH ALONG SAID LINE 146.59 FT. TO A POINT, THENCE S89°09'45"E, 108.61 FT. TO A POINT ON THE PROJECTED CENTER LINE OF CHEYENNE STREET, THENCE N.0°12'30" E ALONG SAID CENTER LINE, 140 FT. TO AN INTERSECTION WITH THE NORTH LINE OF SECTION 1, TWP. 20 NORTH, RGE. 2 E., W.M., THENCE N 89° 11' 00" W, ALONG SAID SECTION LINE, 380.03 FT. TO A POINT, THENCE N89°12'45" W, 1045.80 FT. TO THE POINT OF BEGINNING, ALL BEING PART OF GOVERNMENT LOTS 3 AND 4 IN SECTION 1, TWP. 20 NORTH, RGE. 2 E., W.M. AND CONTAINING 8.59 ACRES, MORE OR LESS, AND EXCEPTING THEREFROM THAT PORTION OF MULLEN STREET PREVIOUSLY CONDEMNED FOR STREET PURPOSES, AND THAT THE ABOVE NAMED OWNERS OF SAID DESCRIBED PROPERTY HAS CAUSED THE SAME TO BE PLATTED INTO STREETS, LOTS AND ALLEYS AND DOES RECORD THE SAME UNDER THE TITLE OF CURINGTON'S ADDITION TO TACOMA, WASHINGTON, AND DOES HEREBY DONATE AND DEDICATE TO THE USE OF THE PUBLIC FOREVER, THE STREETS AND ALLEYS SHOWN HEREON AND FOR THEMSELVES AND THEIR SUCCESSORS AND GRANTEEES, WAIVE ALL CLAIMS FOR DAMAGES TO THE PROPERTY INCLUDED IN THE PLAT BY REASON OF ANY CUTS OR FILLS MADE IN THE ORIGINAL GRADING OF SUCH STREETS AND ALLEYS AND DO FURTHER CERTIFY THAT THEY ARE THE SOLE OWNERS OF THE LAND ABOVE DESCRIBED AND THAT THE WHOLE TRACT IS FREE OF ALL ENCUMBRANCES, INCLUDING TAXES.

IN WITNESS WHEREOF WE HEREBY SET OUR HAND AND SEAL THIS 21ST DAY OF JANUARY 1946

GEORGE E. CURINGTON
SOPHIE CURINGTON

I, HEREBY CERTIFY THAT I HAVE SURVEYED THE WITHIN DESCRIBED LAND, THAT MEASUREMENTS SHOWN ARE CORRECT AND THAT MONUMENTS ARE PLACED AT POINTS MARKED WITH A SMALL CIRCLE.

ANDREW ACCIMUS
REGISTERED LAND SURVEYOR

ANDREW ACCIMUS PROFESSIONAL
LAND SURVEYOR
REGISTERED STATE OF WASHINGTON

STATE OF WASHINGTON
COUNTY OF PIERCE,

I ALVA L. LAMB A DULY QUALIFIED NOTARY PUBLIC IN AND FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT ON THIS 21ST DAY OF JAN 1946, BEFORE ME PERSONALLY APPEARED GEORGE E. CURINGTON AND SOPHIE CURINGTON, HUSBAND AND WIFE, TO ME KNOWN TO BE THE PERSONS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT 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 CAUSED MY OFFICIAL SEAL TO BE AFFIXED THE DAY AND YEAR IN THIS CERTIFICATE ABOVE WRITTEN.

ALVA L. LAMB NOTARY PUBLIC
IN AND FOR THE STATE OF WASHINGTON
INGTON, RESIDING IN TACOMA.

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LIED UPON THE PROPERTY DESCRIBED WITHIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE HAVE BEEN FULLY PAID AND DISCHARGED. DATED THIS 23 DAY OF JANUARY 1946

L. R. JOHNSON TREASURER
PIERCE COUNTY, WASH.

TREASURER
OFFICIAL SEAL
PIERCE COUNTY WASHINGTON

APPROVED THIS 21ST DAY OF JAN 1946 BURWELL BAUTZ CITY ENGINEER
APPROVED THIS 21ST DAY OF JAN 1946 A. R. BERGERSEN COMMISSIONER OF PUBLIC
ACCEPTED BY THE CITY COUNCIL OF THE CITY OF TACOMA, WASHINGTON
HARRY P. CAIN MAYOR
APPROVED THIS 23 DAY OF JANUARY, 1946 GENEVIEVE MARTIN CITY CLERK
APPROVED BY THE PLANNING COMMISSION THIS 21 DAY OF JAN 1946
R. E. SHAUB VICE-PRESIDENT

SEAL OF THE CITY OF TACOMA
1884

FILED AND RECORDED AT THE REQUEST OF GEORGE CURINGTON THIS 23 DAY OF JAN 1946 AT 9 MINS. PAST 5 O'CLOCK P.M. ON PAGE 41 VOLUME 13 OF RECORD OF PLATS

J. E. FORD AUDITOR, PIERCE COUNTY, WASHINGTON
CLARE RADEK DEPUTY.

COUNTY AUDITOR
SEAL
PIERCE COUNTY WASHINGTON 1395543

For reference only, not for re-sale.

COMPARED BY E.O. G
INDEXED BY ag