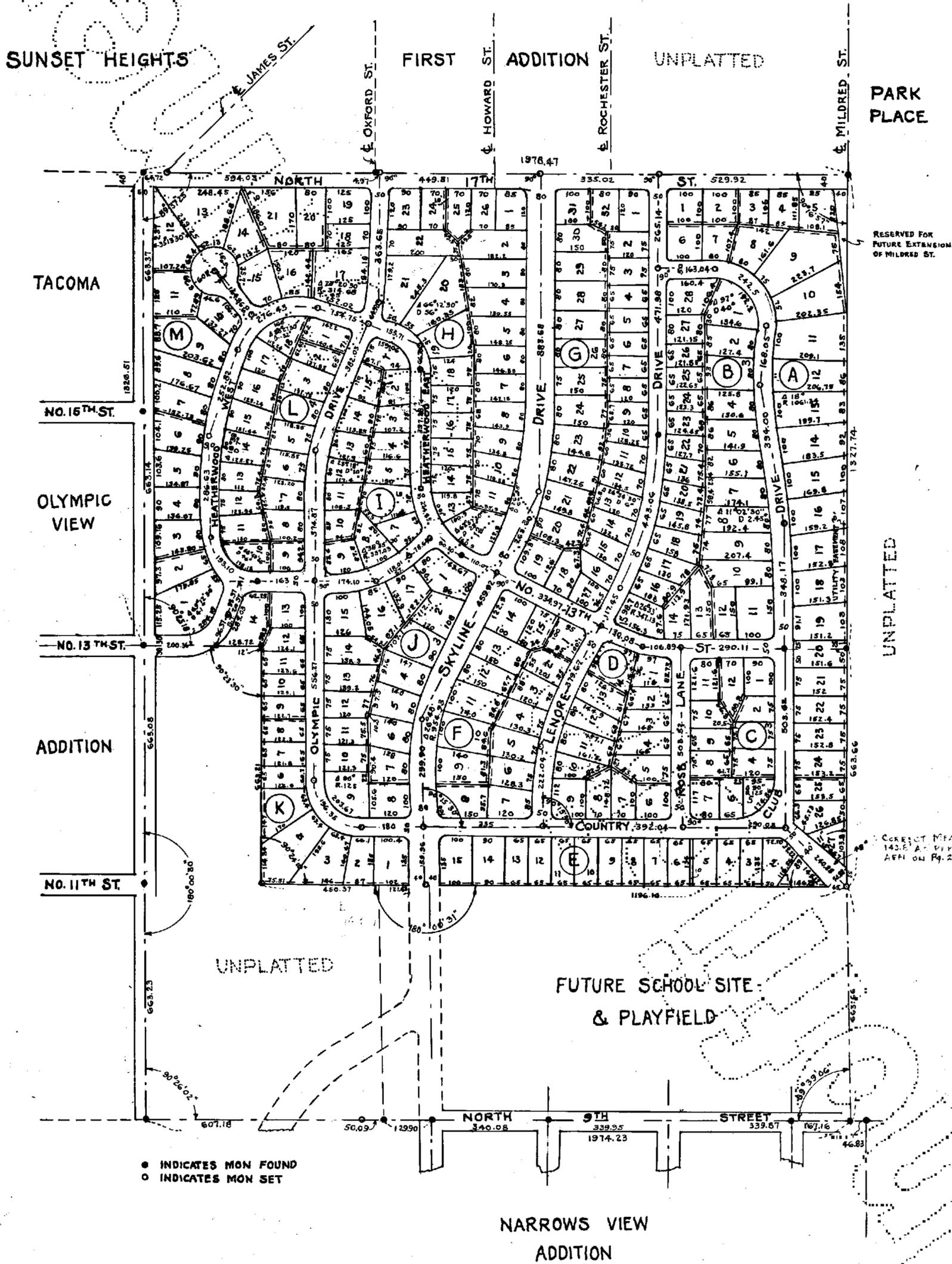


# PLAT OF EDW. P. MILLER'S COUNTRY CLUB ESTATES 1<sup>ST</sup> ADDITION

TO CITY OF TACOMA  
DAKIN & SMITH



● INDICATES MON FOUND  
○ INDICATES MON SET

NARROWS VIEW  
ADDITION

For reference only, not for re-sale.

See amend. to Paragraph 13 - Plat Case # 1595309 V 992 Pg 348  
See also notes to plat block "a" Fee # 1620327 V 1011 Pg 456  
Fee # 1625520 V 1015 Pg 614

PLAT OF  
EDW. P. MILLER'S  
COUNTRY CLUB ESTATES 1ST ADDITION  
TO CITY OF TACOMA

DESCRIPTION: THE N.E. 1/4 OF THE S.E. 1/4, ALSO THE EAST 1/2 OF THE N.W. 1/4 OF THE S.E. 1/4; ALSO THE EAST 1/2 OF THE N.E. 1/4 OF THE S.W. 1/4 OF THE S.E. 1/4; ALSO THE NORTH 1/2 OF THE S.E. 1/4 OF THE S.E. 1/4; ALL SITUATED IN SECTION 34 TOWNSHIP 21 RANGE 2 E.W.M.

DEDICATION: KNOW ALL MEN BY THESE PRESENTS THAT WE, THE UNDERSIGNED EDWARD P. MILLER AND MILDRED H. MILLER MARGOT H. SATHER MARY ELIZABETH PFLAUM AND W. P. PHLAUM

NOW AND AT ALL TIMES SINCE ACQUIRING THE LAND HEREIN DESCRIBED ARE OWNERS FEE SIMPLE OF THE PROPERTY DESCRIBED ABOVE AND HAVE CAUSED SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, SUCH PLAT TO BE KNOWN AS EDW. P. MILLER'S COUNTRY CLUB ESTATES 1ST ADDITION TO THE CITY OF TACOMA. THE OWNERS OF THE LAND ABOVE DESCRIBED, EMBRACED IN AND COVERED BY SAID PLAT DO HEREBY DONATE AND DEDICATE TO THE PUBLIC FOREVER THE STREETS AND ALLEYS SHOWN HEREON AND FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WAIVE ALL CLAIMS FOR DAMAGES TO THE PROPERTY INCLUDED IN THE PLAT BY REASON OF ANY CUTS OR FILLS MADE IN STREETS OR ALLEYS SHOWN HEREON IN THE ORIGINAL GRADING THEREOF AND FURTHER CERTIFY AND SWEAR THAT SAID LAND IS FREE FROM ALL ENCUMBRANCES INCLUDING ALL TAXES AND ASSESSMENTS WHICH HAVE HERETOFORE BEEN LEVIED AND BECOME CHARGEABLE AGAINST SAID PROPERTY. IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS 3RD DAY OF MARCH 1947

EDW. P. MILLER  
MILDRED H. MILLER  
MARGOT H. SATHER  
MARY ELIZABETH PFLAUM  
W. P. PHLAUM

STATE OF WASHINGTON  
COUNTY OF PIERCE  
THIS IS TO CERTIFY THAT ON THIS 3RD DAY OF MARCH 1947 PERSONALLY APPEARED BEFORE ME EDW. P. MILLER, MILDRED H. MILLER, MARGOT H. SATHER, MARY ELIZABETH PFLAUM AND W. P. PHLAUM

TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGEMENT TO ME THAT THEY EXECUTED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES HEREIN MENTIONED. IN WITNESS WHEREOF, I HAVE SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE MENTIONED

TERESA A. NEWELL, NOTARY PUBLIC  
COMMISSION EXPIRES DEC. 6, 1948  
STATE OF WASHINGTON  
TERESA A. NEWELL  
NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN TACOMA

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE ACCOMPANYING PLAT, THAT MEASUREMENTS AND ANGLES AS SHOWN HEREON ARE CORRECT AND THAT REGULATION CONCRETE MONUMENTS HAVE BEEN PLACED AT POINTS INDICATED BY SMALL CIRCLES UNLESS OTHERWISE INDICATED

PERSON E. WHITE LAND SURVEYOR REGISTERED OF WASHINGTON  
BY EMERSON E. WHITE PROFESSIONAL LAND SURVEYOR

APPROVED THIS 24TH DAY OF JUNE 1947 BURWELL BANTZ CITY ENGINEER  
APPROVED THIS 14 DAY OF JULY 1947 J. S. ROBERTS COMMISSIONER OF PUBLIC WORKS  
APPROVED THIS 16TH DAY OF JULY 1947 G. A. ERDAHL ACTING MAYOR OF THE CITY OF TACOMA  
ATTEST JOSEPHINE MELTON CITY CLERK  
APPROVED THIS 1ST DAY OF JULY 1947 BY CITY PLANNING COMMISSION

FILED AND RECORDED AT THE REQUEST OF EDW. P. MILLER THIS 4TH DAY OF AUG. 1947 AT 36 MIN PAST 11 O'CLOCK A.M. ON PAGE 21 & 22 VOL 14 OF RECORD OF PIERCE COUNTY WASHINGTON

J. E. FORD, PIERCE CO. AUDITOR  
AUDITOR OF PIERCE CO. WASHINGTON  
BY CLARE RADEK DEPUTY  
L. R. JOHNSON  
TREASURER, PIERCE COUNTY WASHINGTON

HEREBY CERTIFY THAT THERE ARE NO UNPAID STATE OF COUNTY TAXES ON THE PROPERTY DESCRIBED WITHIN

PROTECTIVE COVENANTS

- 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 OF THEM, OR THEIR HEIRS OR ASSIGNS, SHALL VIOLATE OR ATTEMPT TO VIOLATE ANY OR THE COVENANTS HEREIN IT SHALL BE LAWFUL FOR ANY OTHER PERSON OR PERSONS OWNING ANY REAL PROPERTY SITUATED IN SAID DEVELOPMENT OR SUB-DIVISION 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 OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WISE EFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.
- 4. ALL LOTS IN THE TRACT, EXCEPT THOSE SPECIFICALLY DESIGNATED ON PLOT PLAN FOR BUSINESS OR OTHER PURPOSES, SHALL BE KNOWN AND DESCRIBED AS RESIDENTIAL LOTS. NO STRUCTURE SHALL BE ERRECTED, 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.
- 5. NO BUILDING SHALL BE ERRECTED, PLACED, OR ALTERED ON ANY BUILDING PLOT IN THIS SUBDIVISION 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 SUBDIVISIONS, AND AS TO LOCATION OF THE BUILDING WITH RESPECT TO TOPOGRAPHY AND FINISHED GROUND ELEVATION, BY A COMMITTEE COMPOSED OF EDWARD P. MILLER, AND TWO (2) OTHER MEN SELECTED BY HIM, OR BY A REPRESENTATIVE DESIGNATED BY A MAJORITY OF THE MEMBERS OF SAID COMMITTEE. IN THE 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, 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. WHEN TEN OR MORE HOMES HAVE BEEN BUILT AND OCCUPIED, ON LOTS HAVING AN AREA IN EXCESS OF 10,000 SQUARE FEET EACH, RESIDENT OWNERS OF THE AREA SHALL SELECT A COMMITTEE, WHICH SHALL ASSUME ALL DUTIES OF ABOVE COMMITTEE, EXCEPT THOSE MATTERS PERTAINING TO CONSTRUCTION PLANNED AND PROJECTED BY DEVELOPERS OF THE TRACT.
- 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, NOR FARTHER THAN FORTY-FIVE (45) FEET FROM THE FRONT LOT LINE, NOR NEARER THAN FIFTEEN (15) FEET TO ANY SIDE STREET LINE, AND 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 TEN (10) FEET TO ANY SIDE LOT LINE, EXCEPT WHEN SPECIFICALLY APPROVED IN WRITING BY THE COMMITTEE.
- 7. NO RESIDENTIAL STRUCTURE SHALL BE ERRECTED OR PLACED ON ANY BUILDING PLOT, WHICH PLOT HAS AN AREA OF LESS THAN SEVENTY TWO HUNDRED (7,200) SQUARE FEET OR A WIDTH OF LESS THAN SIXTY FIVE (65) FEET AT THE FRONT BUILDING SETBACK LINE.
- 8. NO NOXIOUS OR OFFENSIVE TRADE OR ACTIVITY SHALL BE CARRIED ON UPON ANY LOT.
- 9. NO TRAILER, BASEMENT, TENT, SHACK, GARAGE, BARN, OR OTHER OUTBUILDING ERRECTED 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.
- 10. NO DWELLING HAVING A REASONABLE VALUE OF LESS THAN \$6,500.00, BASED ON CONSTRUCTION COSTS AS OF JANUARY, 1946, SHALL BE PERMITTED ON ANY LOT IN THE TRACT. THE GROUND FLOOR AREA OF THE MAIN STRUCTURE, EXCLUSIVE OF ONE-STORY OPEN PORCHES AND GARAGES, SHALL BE NOT LESS THAN 760 SQUARE FEET IN THE CASE OF A ONE-STORY STRUCTURE NOR LESS THAN 700 SQUARE FEET IN THE CASE OF A ONE AND ONE-HALF OR TWO STORY STRUCTURE.
- 11. NO FENCE SHALL BE CONSTRUCTED EXCEEDING FIVE (5) FEET 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.
- 12. NO LIGHT OR POWER SERVICE POLES SHALL BE PERMITTED IN ANY STREET RIGHT OF WAY, BUT SHALL BE MAINTAINED ON UTILITY EASEMENTS PROVIDED AT REAR OF LOTS. SUCH EASEMENTS SHALL NOT BE FENCED, PLANTED, OR BLOCKED IN ANY MANNER SO AS TO PREVENT PASSAGE OF UTILITY VEHICLES ALONG SAID EASEMENT. ALL STREET LIGHTING SHALL BE OF ORNAMENTAL TYPE, NOT REQUIRING OVERHEAD SERVICE WIRES.
- 13. NO SALE, RESALE, OR LEASE SHALL BE MADE BY THE PARTIES HERETO, THEIR HEIRS OR ASSIGNS, TO A PERSON OR PERSONS OF ANY RACE OTHER THAN THE WHITE OR CAUCASIAN RACE, NOR SHALL ANY PERSON OR PERSONS OF ANY RACE OTHER THAN THE WHITE OR CAUCASIAN RACE USE OR OCCUPY ANY BUILDING OR ANY LOT EMBRACED HEREIN, EXCEPT THAT THIS COVENANT SHALL NOT PREVENT OCCUPANCY BY DOMESTIC SERVANTS OF A DIFFERENT RACE DOMICILED WITH AN OWNER OR TENANT.
- 14. NO ANIMALS SHALL BE PERMITTED EXCEPT CATS AND DOGS, WHICH SHALL NOT EXCEED EXCEED TWO (2) OF EACH PER FAMILY. THE RAISING OF KEEPING OF CHICKENS OR OTHER DOMESTIC FOWLS OR ANIMALS SHALL BE PROHIBITED.
- 15. NOTHING CONTAINED IN THIS AGREEMENT SHALL PROHIBIT "THE OWNER" 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.
- 16. GARAGES SHALL CONFORM IN DESIGN AND FINISH WITH THE MAIN BUILDINGS THEY SERVE.
- 17. THE AFOREMENTIONED COMMITTEE RESERVES THE RIGHT TO AMEND OR WAIVE ANY PROVISION OF THESE RESTRICTIVE COVENANTS, IF, IN THE OPINION OF THE MAJORITY OF THE MEMBERS OF SAID COMMITTEE, ENFORCING OF SUCH PROVISION SHALL CAUSE UNDUH HARDSHIP OR BE DETRIMENTAL TO THE WELFARE OF PARTIES CONCERNED.

For reference only, not for re-sale

PERCENT OF DEATH OR RESIGNATION OF ANY MEMBER OF SAID COMMITTEE, THE REMAINING MEMBER, OR MEMBERS, SHALL HAVE FULL

EDWARD P. MILLER FIRST ADDITIONPROTECTIVE COVENANTS

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.

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 or subdivision 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.

Invalidation of any 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.

A All lots in the tract shall be known and described as residential lots.

No structure 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 (2) cars, except that residential buildings designed for more than one family may be erected on lots facing on So. 15th St.

B No building shall be erected, placed, or altered on any building plot in this subdivision 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 subdivisions, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of Edward P. Miller and Geo. D. Barclay, or by a representative designated by a majority of the members of said committee. In the event of 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 and location within 30 days after said plans and specifications have been submitted to it or, in any event, if so 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 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, 1970. 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 subdivision and duly recorded appointing a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said Committee.

C 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 plot. 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 fifteen (15) 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 shall be erected on any lot farther than forty-five (45) feet from the front lot line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than fifty two hundred (5200) square feet or a width of less than fifty (50) feet at the front building setback line.

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.

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.

No dwelling costing less than \$4500.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 720 square feet in the case of a one-story structure nor less than 960 square feet in the case of a one and one-half, two, or two and one-half story structure.

No private driveway access shall be constructed or maintained which has its entrance into Sprague St.

Garages shall conform in design and finish with the main buildings they serve.

No persons 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 tenants.

Edward P. Miller  
Edward P. Miller

State of Wash

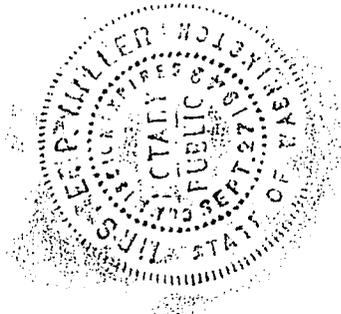
County of Pierce

ss.

This is to certify that on this 27 day of Dec, 1946, personally appeared before me Edward P. Miller known to me to be the individual \_\_\_\_\_ described in and who executed the foregoing instrument and acknowledged to me that he signed and executed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal on the date herein stated.

Mrs. E. P. Miller  
Notary Public in and for the State of Wash  
residing at Tacoma



Filed for Record Dec. 27 1946 3 45 PM.  
Request of Ed Miller  
J. E. FORD, County Auditor