

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

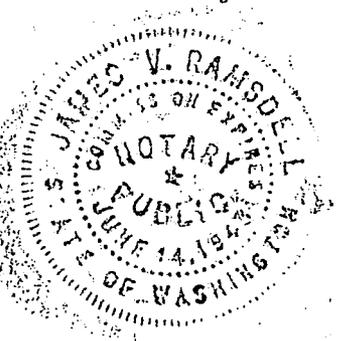
Sophie Currington

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

FLETCHER HEIGHTS SECOND ADDITION TO TACOMA

This is to certify that we, Norval H. Latimer and Margaret Latimer, his wife, of Seattle, Washington, sole owners of a tract of land beginning one hundred fifty feet (150.00) feet south of a stone monument set for the north quarter section corner of section one (1) township twenty (20) north, range two (2) east, Willamette meridian, thence running south along the quarter section line 494.31 feet to the northeast corner corner of Fletcher Heights an addition to Tacoma, Washington, thence N 89° 46' 00" W along the north line of said addition 403 feet, thence north 496.45 feet, thence S 89° 27' E 403 feet to beginning and containing 4.18 acres, more or less, have caused the same to be surveyed and platted as shown hereon, to be hereafter known as Fletcher Heights Second Addition to Tacoma, and that the same is free from all incumbrances and that we hereby donate and dedicate to the use of the public forever the avenue, streets and alleys shown hereon.

In witness whereof we have hereunto set our hands this 15th day of April A.D. 1907.

Norval H. Latimer
Margaret Latimer

State of Washington } ss
County of King

This is to certify that on this 15th day of April, 1907 before me, a Notary Public in and for the State of Washington, personally appeared Norval H. Latimer and Margaret Latimer, his wife, to me known to be the person described in and who executed the foregoing instrument and acknowledged that they executed 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.



G.F. Clark
Notary Public in and for the State of Washington residing at Seattle.

Approved June 25, 1907

Frank L. Davis
City Engineer

Approved June 25, 1907

Quinn Howell
Commissioner of Public Works

Approved by the City Council of the City of Tacoma, Washington this 17th day of July 1907.

L. L. Doud
President of City Council.

I hereby certify that I have surveyed the above described tract, that this map is correct and that stone monuments have been placed at points indicated by circles.

D. C. White
Civil Engineer

Approved L. H. Boyd
City Clerk

Tacoma June 25 1907

I hereby certify that there are no unpaid State or County taxes on the above described property.

Ed M. Lakin
Treasurer, Pierce County Washington.

Approved July 19th 1907

Geo. O. Wright
Mayor



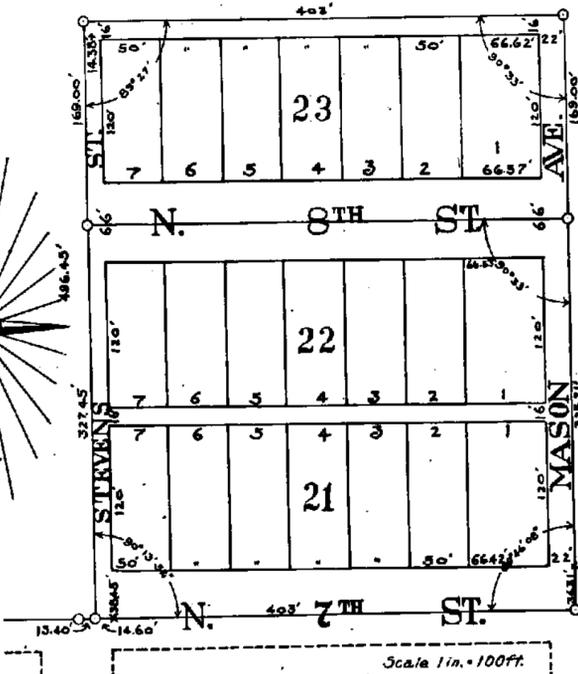
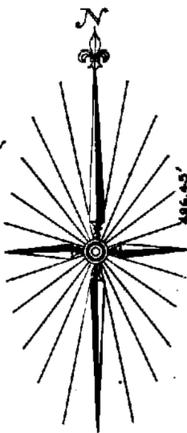
244951

Filed and recorded at the request of Donald Fletcher this 30 day of JUL. A.D. 1907 at 24 minutes past 10 o'clock P.M. on page 89 Vol. 6 of Record of Plats.

Compared by L. and G.

J. M. Howell
Auditor of Pierce County, Washington.
By W. G. Stewart
Deputy

Indexed by Thompson



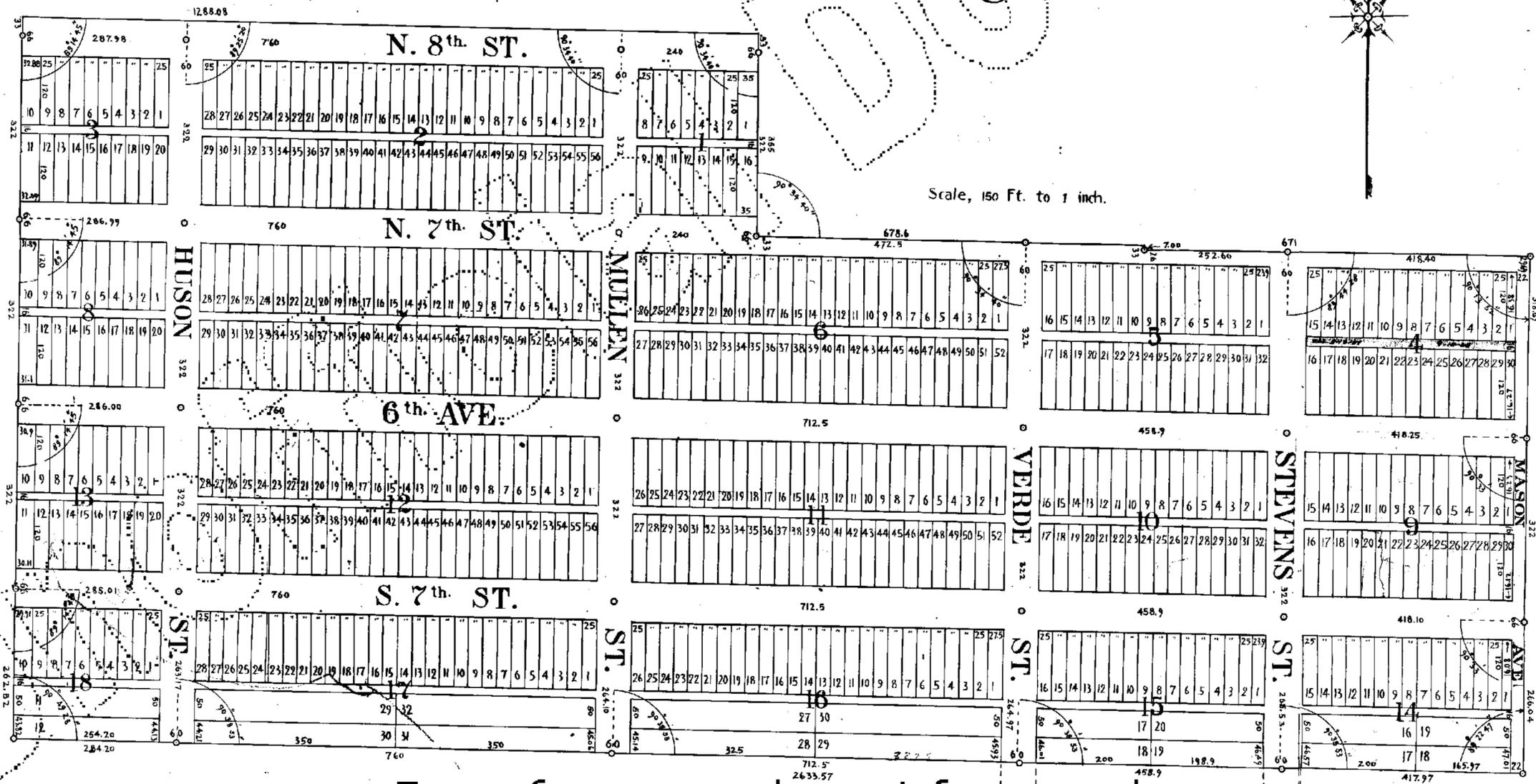
For reference only, not for re-sale.

FLETCHER HEIGHTS.

AN ADDITION TO
Tacoma, Washington.



Scale, 150 Ft. to 1 inch.



For reference only, not for re-sale.

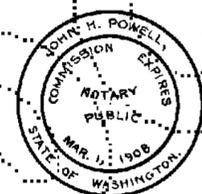
This is to certify that we, Norval H. Latimer and Margaret Latimer, his wife, of Seattle, Washington, sole owners of the following described real estate, situate in the County of Pierce, State of Washington, to-wit: Commencing two hundred eighty-nine (289) feet south of the northwest corner of Lot numbered four (4) in section one (1), township twenty (20) north, range two (2) east, of the Willamette Meridian; thence east parallel to the north line of said lot four twelve hundred eighty-eight and eight hundredths (1288.8) feet; thence south three hundred fifty-five (355) feet; thence east six hundred seventy-eight and six tenths (678.6) feet; thence south seven (7) feet; thence east six hundred seventy-one (671) feet to the east line of lot three (3) of said section one (1); thence south nine hundred six and seventy-three hundredths (906.73) feet to the southeast corner of lot (3) in section one (1), township twenty (20) north, range two (2) east; thence west twenty-six hundred thirty-three and fifty-seven hundredths (2633.57) feet to the southwest corner of said lot numbered four (4) in section one (1), township twenty (20) north, range two (2) east; thence north twelve hundred sixty-one and forty hundredths (1261.4) feet to beginning and containing 65.45 acres more or less, have caused the same to be surveyed and platted according to this map, under the title of FLETCHER HEIGHTS, an addition to Tacoma, Washington, and that the same is free from all incumbrances. We hereby donate and dedicate all the streets, avenue and alleys shown hereon to public use forever. In witness whereof we have hereunto set our hands this 28th day of July A.D. 1905.

Norval H. Latimer
Margaret Latimer

State of Washington }
County of King } ss.

I, John H. Powell a Notary Public in and for the State of Washington, do hereby certify that on this 28th day of July 1905 personally appeared before me Norval H. Latimer and Margaret Latimer, his wife, to me known to be the individuals described in and who executed the within instrument and acknowledged that they signed 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.

John H. Powell
Notary Public residing at Seattle.



I hereby certify that I have surveyed the above described addition, that this map is correct and that stone monuments have been placed at points indicated by circles.

Tacoma, AUG. 2-1905.

I hereby certify that all state and county taxes heretofore levied and which have become a charge on the property described within, according to the books and records of my office have been fully paid and discharged.

ED. M. LAKIN
Treasurer Pierce County, Washington.
By H. L. Crosby Deputy.



Approved, Aug. 8th 1905

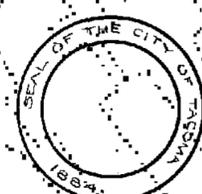
L. M. Lutz
Civil Engineer.

Frank I. Davis
City Engineer.

Approved, August 15th 1905

Wm. Walsh
Commissioner of Public Works.

Accepted by the City Council of the City of Tacoma, Washington this 16th day of August 1905.



J. H. Bellingham
President of City Council.

Attest, L. H. Roys
City Clerk.

Approved, Aug. 21 1905.
Geo. P. Wright Mayor.

Indexed by Phelps
Compared by L. H. W.

196522

Filed and recorded at the request of L. Fletcher this 6th day of Sept. 1905, at 2 minutes past 11 o'clock, A.M. at pages 4 and 5 Vol. 8 of record of plats.

J. M. Howell
Auditor of Pierce County, Washington.
By A. J. Wiestach Deputy.

Declaration of Land Use Repeal
OF # 2646775