

DECLARATION OF RESERVATIONS AND PROTECTIVE RESTRICTIONS

WHEREAS, SELLEN & HARRIS, INC., a Washington corporation, and Northwestern Development Co., a Washington corporation, hereinafter called the "Owners", in and to certain lands in Pierce County, State of Washington, described as follows, towit:

ALL OF THE PLAT OF HIGHLANDS NARROWSVIEW ADDITION TO THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON, EXCEPT TRACT B.

WHEREAS, the Owners of the above property are desirous that all sales of said real estate shall be made subject to certain basic protective restrictions, conditions, covenants, charges and reservations as herein set forth to the end that harmonious and attractive development of the property may be accomplished, that all buildings constructed thereon shall be desirable and attractive in location and design, and that the health, comfort, safety, convenience and general welfare of all persons who may hereafter become the owners and occupants of the real property embraced in said plat may be promoted and safeguarded;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS:

That the said owner hereby certifies and declares that the owner has established and does hereby establish a general plan for the development, improvement, maintenance and protection of the real property embraced in said plat and has established and does hereby establish the protective restrictions, conditions, covenants, charges and reservations upon and subject to which all lots, tracts, and parcels of land in said plat shall be held and/or sold by such owner and said restrictions and covenants are for the benefit of the real property embraced in said plat and all persons who may become the owners of said lots, tracts and parcels of land in said plat shall be entitled to the benefits and obligations thereof and shall pass with each and every lot, tract and parcel of land in said plat and shall apply to and bind the respective successors in interest of every owner of land in said plat and which restrictions are and each thereof is imposed upon the real property embraced in said plat as a servitude in favor of the real property embraced in said plat and each and every lot, tract and parcel of land in said plat as the dominant tenement, or tenements as follows, towit:

Section 1. No structure shall be erected, altered, placed or permitted to remain on any of the residential building plots described in Section 1 hereof 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 automobiles.

Section 2. In any event no building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than five (5) feet to any side street line. No building except a detached garage or other out building located 30 feet or more from the front lot line, shall be located nearer than five (5) feet to any side line.

Section 3. No residential structure shall be erected or placed on any building plot which plot has an area of less than 5,500 square feet or a width of less than 50 feet at the front building set-back line.

Section 4. No dwelling costing less than \$3,500.00 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 650 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 structures.

Section 5. The work of construction of all buildings, dwellings or structures erected or placed on any lot in this subdivision shall be prosecuted diligently and continuously from commencement of construction and shall be completed as to external appearance, including finished painting within twelve (12) months from date of commencement of construction and shall within said period be connected to a public sewer.

Section 6. No trailer, basement, tent, shack, garage, barn or other out building 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.

Section 7. 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.

Section 8. No lot, tract, or parcel of land in said plat shall be used or occupied in whole or in part by persons of any race other than the White or Caucasian race, except that domestic servants, chauffeurs or gardeners who are members of a race other than the white or Caucasian race may live in or occupy the premises where their employer resides.

Section 9. The following described property in said plat is hereby reserved for retail business use: All of Tracts "A", "C" and "D", Highlands Narrowsview Addition to the City of Tacoma, Pierce County, Washington.

Section 10. There is hereby allowed within the tracts and plots within the foregoing section only such business or mercantile establishments as can be classified retail businesses or service organizations.

Section 11. No building or structural improvement shall be constructed in the business area as designated by Section 10, unless the same provides facilities for off street parking space, having an area of the ratio of two to one over the area of the building or structure.

Section 12. All existing zoning and subdivision regulations of the City of Tacoma and the County of Pierce are hereby made a part of this declaration of reservations and protective restrictions as though fully set forth at length herein, and in the event said existing zoning and subdivision regulations or those exacted in the future are more restrictive than these requirements, then the owner or resident upon all of the lots, tracts, and parcels of land embraced in said plat shall fully comply with the then existing zoning and subdivision regulations as applied by the local municipal, state or county authority.

Section 13. Each, every and all of the restrictions of this instrument shall continue and remain in full force and effect until January 1, 1967, at which time said covenants shall be automatically extended for successive periods of ten years, unless by written document signed by a majority of the then owners of the lots and duly filed with the Auditor of Pierce County, Washington, it is agreed to terminate or change these covenants and restrictions in whole or in part.

Section 14. If the parties hereto or any of them or their heirs or assigns, or the owner or person in possession of any of the lots, tracts, and parcels of lands embraced within said plat 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 situate in said development or subdivision to prosecute any proceeding 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 violations, or such violation or breach of any of the covenants hereof may be enjoined, abated or remedied by appropriate proceedings instituted in the Superior Court of the State of Washington for Pierce County, Washington.

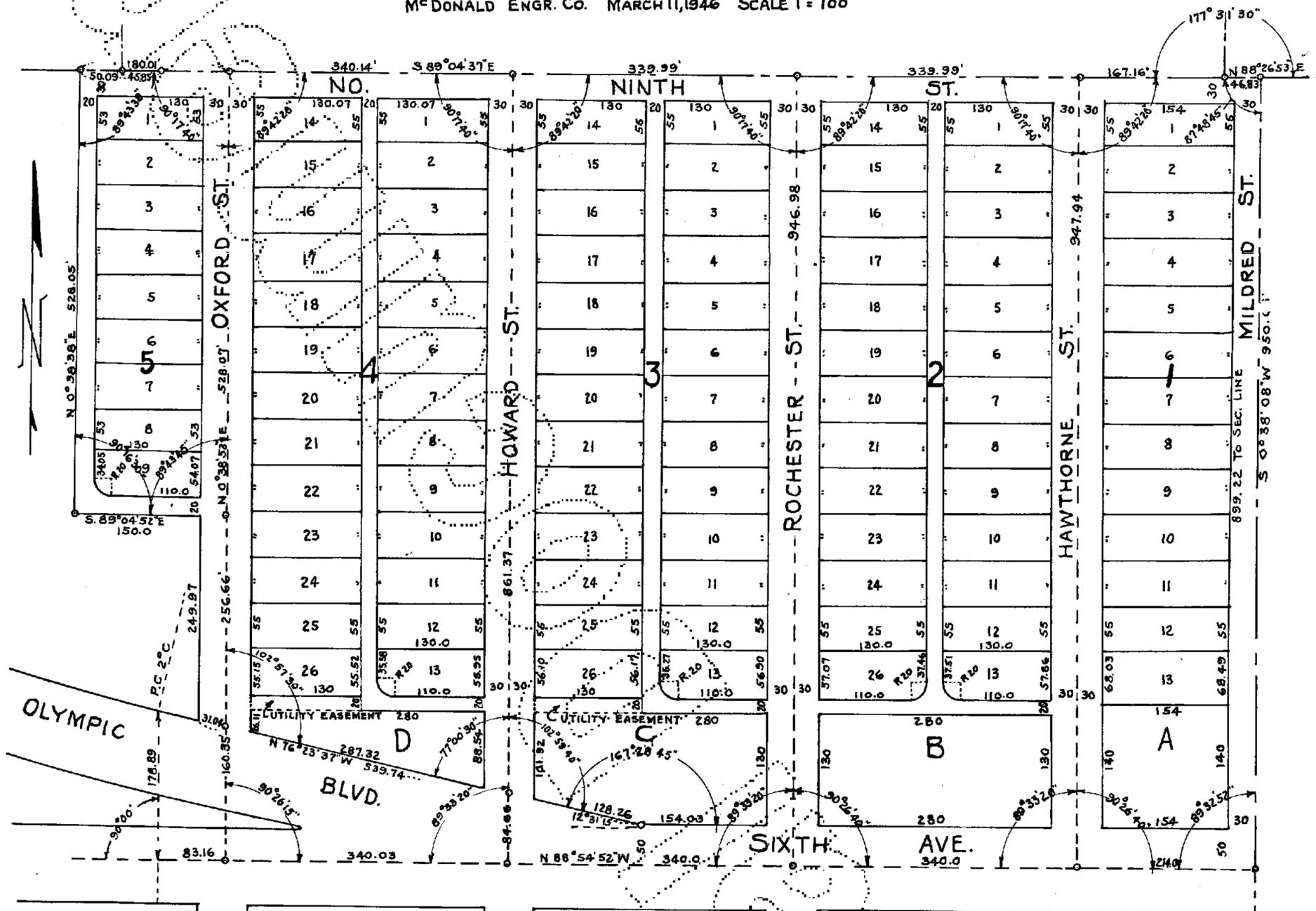
Section 15. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

HIGHLANDS NARROWSVIEW ADDITION

TO THE CITY OF
TACOMA, WASHINGTON

McDONALD ENGR. CO. MARCH 11, 1946 SCALE 1" = 100'

SHEET 2



DEDICATION OF HIGHLANDS NARROWSVIEW ADDITION TO THE CITY OF TACOMA, WASH. MC DONALD ENGR. CO. MARCH 2, 1946

KNOW ALL MEN BY THESE PRESENTS:
 THAT SELLEN & HARRIS, INC. AND NORTHWESTERN DEVELOPMENT CO., INC. AND SECURITIES MORTGAGE CO. SEPARATE CORPORATIONS ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WASHINGTON CO-OWNERS OF A PARCEL OF LAND LOCATED IN THE NE1/4NE1/4 SECTION 3, TWP. 20 N., RANGE 2 E., W.M., ALL LYING WITHIN THE CITY LIMITS OF THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON, PUBLISHES THE ATTACHED PLAT, MORE FULLY DESCRIBED AS FOLLOWS:-
 POINT OF BEGINNING, A POINT LOCATED AT THE INTERSECTION OF THE NORTH LINE OF 6TH AVENUE AND THE WEST LINE OF MILDRED STREET IN THE CITY OF TACOMA, WASHINGTON; THENCE, NORTH 88 DEGREES 54'52" WEST ALONG THE NORTH LINE OF 6TH AVENUE, A DISTANCE OF 708.03 FT.; THENCE, NORTH 76 DEGREES 23'37" WEST ALONG THE NORTHERLY BOUNDARY LINE OF OLYMPIC BLVD., A DISTANCE OF 539.74 FT.; THENCE, NORTH 0 DEGREES 38'53" EAST, A DISTANCE OF 249.97 FT.; THENCE, NORTH 89 DEGREES 04'52" WEST, A DISTANCE OF 150 FT.; THENCE, NORTH 0 DEGREES 38'38" EAST, A DISTANCE OF 528.05 FT., SAID POINT BEING LOCATED ON THE NORTH LINE SECTION 3; THENCE, SOUTH 89 DEGREES 04'37" EAST, A DISTANCE OF 1367.29 FT.; THENCE, NORTH 88 DEGREES 26'53" EAST, A DISTANCE OF 16.83 FT., SAID POINT BEING THE INTERSECTION OF THE WEST LINE OF MILDRED ST. WITH THE NORTH LINE OF SECTION 3; THENCE, SOUTH 0 DEGREES 38'08" WEST, A DISTANCE OF 899.22 FT. TO THE POINT OF BEGINNING, COMPRISING 26.51 ACRES MORE OR LESS.
 HAVING CAUSED SAME TO BE SURVEYED AND TO HAVE BEEN PLATTED AS SHOWN ON ATTACHED MAP (SHEET 2), SUCH PLAT OR SUB-DIVISION TO BE KNOWN AS HIGHLANDS NARROWSVIEW ADDITION TO THE CITY OF TACOMA, PIERCE COUNTY, WASHINGTON, AND THAT THE SAID OWNERS HEREBY DONATE AND DEDICATE TO THE USE OF THE PUBLIC FOR EVER THE STREETS, ROADS AND EASEMENTS SHOWN OR INDICATED THEREON AND THE SAID OWNERS OF THE LAND ABOVE DESCRIBED, EMBRACED IN AND COVERED BY SAID PLAT DO HEREBY FOR THEMSELVES AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS WAIVE ALL CLAIM FOR DAMAGES TO THE PROPERTY INCLUDED IN THE PLAT BY REASON OF ANY CUTS OR FILLS MADE IN THE STREETS, ROADS, AVENUES AND UTILITY EASEMENTS SHOWN THEREON IN THE ORIGINAL GRADING THEREOF AND DO FURTHER CERTIFY AND SWEAR THAT THE SAID LANDS ARE FREE FROM ENCUMBRANCES, INCLUDING ALL TAXES AND ASSESSMENTS WHICH HAVE HERETOFORE BEEN LEVIED AND BECOME CHARGABLE AGAINST SAID PROPERTY.
 IN WITNESS WHEREOF, SAID CORPORATIONS HAVE CAUSED THEIR RESPECTIVE NAME TO BE HEREUNTO SUBSCRIBED AND THEIR CORPORATE SEALS TO BE HEREUNTO AFFIXED.
 SIGNED THIS 12TH DAY OF MARCH 1946.
 SELLEN & HARRIS, INC.

I NORTHWESTERN DEVELOPMENT CO., WASHINGTON
 I CORPORATE SEAL 1942
 SECURITIES MORTGAGE COMPANY, MORTGAGE
 I SECURITIES MORTGAGE COMPANY
 I CORPORATE SEAL
 J. HAWTHORNE, VICE-PRES.
 L. J. HAWTHORNE
 H. C. TURNER, ASST. SECY.
 WE NICHOLAS J. RADONICH AND BETTY RADONICH, HIS WIFE, OWNERS OF THE EAST 200 FT. OF TRACT B. HEREBY CONSENT TO THE FILING OF THE WITHIN PLAT AND CONSENT TO ALL DEDICATIONS THEREON.

SIGNED, NICHOLAS RADONICH
 SIGNED, BETTY RADONICH
 THIS IS TO CERTIFY THAT ON THIS 23D DAY OF APRIL, 1946 PERSONALLY APPEARED BEFORE ME NICHOLAS J. RADONICH AND BETTY RADONICH, HIS WIFE, KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME 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, AFFIXED MY SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

EARLE H. PAIGE
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN TACOMA, WASHINGTON
 STATE OF WASHINGTON COUNTY OF KING SS
 EARLE H. PAIGE
 COMMISSION EXPIRES, FEB. 25, 1948

THIS IS TO CERTIFY THAT ON THIS 12 DAY OF MARCH 1946, PERSONALLY APPEARED BEFORE ME THE PRESIDENT, VICE-PRESIDENT AND SECRETARY OF THE SELLEN & HARRIS, INC., ALSO THE VICE-PRESIDENT AND ASST. SECRETARY OF THE NORTHWESTERN DEVELOPMENT CO., INC. AND THE VICE-PRESIDENT AND ASST. SECRETARY OF THE SECURITIES MORTGAGE CO., KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME 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, AFFIXED MY SEAL THE DAY AND YEAR FIRST MENTIONED ABOVE.

JOSEF DIAMOND
 NOTARY PUBLIC IN AND FOR THE STATE OF WASHINGTON, RESIDING IN SEATTLE, WASHINGTON
 I NOTARY PUBLIC, STATE OF WASHINGTON
 I JOSEF DIAMOND, COMMISSION EXPIRES, JAN 25, 1950

I HEREBY CERTIFY THAT I HAVE SURVEYED THE WITHIN DESCRIBED LAND, THAT MONUMENTS HAVE BEEN SET AT POINTS INDICATED BY CIRCLES (O) AND THAT THE ATTACHED MAP IS CORRECT.
 TACOMA, WASH. MARCH 11, 1946 LIC. NO. 1424 N. L. McDONALD
 RENEWED JANUARY 2, 1946 REGISTERED PROFESSIONAL ENGINEER.
 APPROVED BURWELL BAUTZ
 CITY ENGINEER
 A. R. ERGERSEN
 COMMISSIONER OF PUBLIC WORKS

JOHN H. SELLEN, PRESIDENT
 JOHN H. SELLEN
 ROBERT G. HARRIS, VICE-PRES.
 ROBERT G. HARRIS
 JOHN P. LYCETTE, SECRETARY
 JOHN P. LYCETTE
 C. W. KIEF, VICE-PRES.
 C. W. KIEF
 H. C. TURNER, ASST. SECY.
 H. C. TURNER

COMPARED BY lac-a-h
 INDEXED BY a-h

For reference only, not for re-sale.

I NAYES L. MC DONALD, PROFESSIONAL ENGINEER
STATE OF WASHINGTON, REGISTERED

APPROVED BY THE CITY COUNCIL OF THE CITY OF TACOMA, WASHINGTON
THIS 17TH DAY OF APRIL, 1946.

HARRY P. CAIN
MAYOR

ATTEST: GENEVIEVE MARTIN, CITY CLERK, APRIL 17, 1946

SEAL OF THE CITY OF TACOMA

APPROVED BY THE CITY PLANNING COMMISSION,
APRIL 16, 1946

V. B. JONES, SECRETARY A. H. BROUSE, PRESIDENT

I HEREBY CERTIFY THAT THERE ARE NO UNPAID STATE OR COUNTY TAXES ON THE PROPERTY DESCRIBED WITHIN.

L. R. JOHNSON
TREASURER OF PIERCE COUNTY,
WASHINGTON
BY: _____ DEPUTY

FILED AND RECORDED AT THE REQUEST OF SELLEN & HARRIS, INC.
AND NORTHWESTERN DEVELOPMENT CO., AND SECURITIES MORTGAGE CO.,
THIS 21ST DAY OF MAY, 1946 AT 43 MINUTES PAST 9 A.M. O'CLOCK,
FILED ON PAGE 58 VOLUME NUMBER 13 OF BOOK OF RECORDS.

J. E. FORD, PIERCE CO. AUDITOR
AUDITOR OF PIERCE COUNTY
BY: CLARE RADEK, DEPUTY

AUDITOR, PIERCE COUNTY WASHINGTON
SEAL

For reference only, not for re-sale.

GRAND DOCUMENT