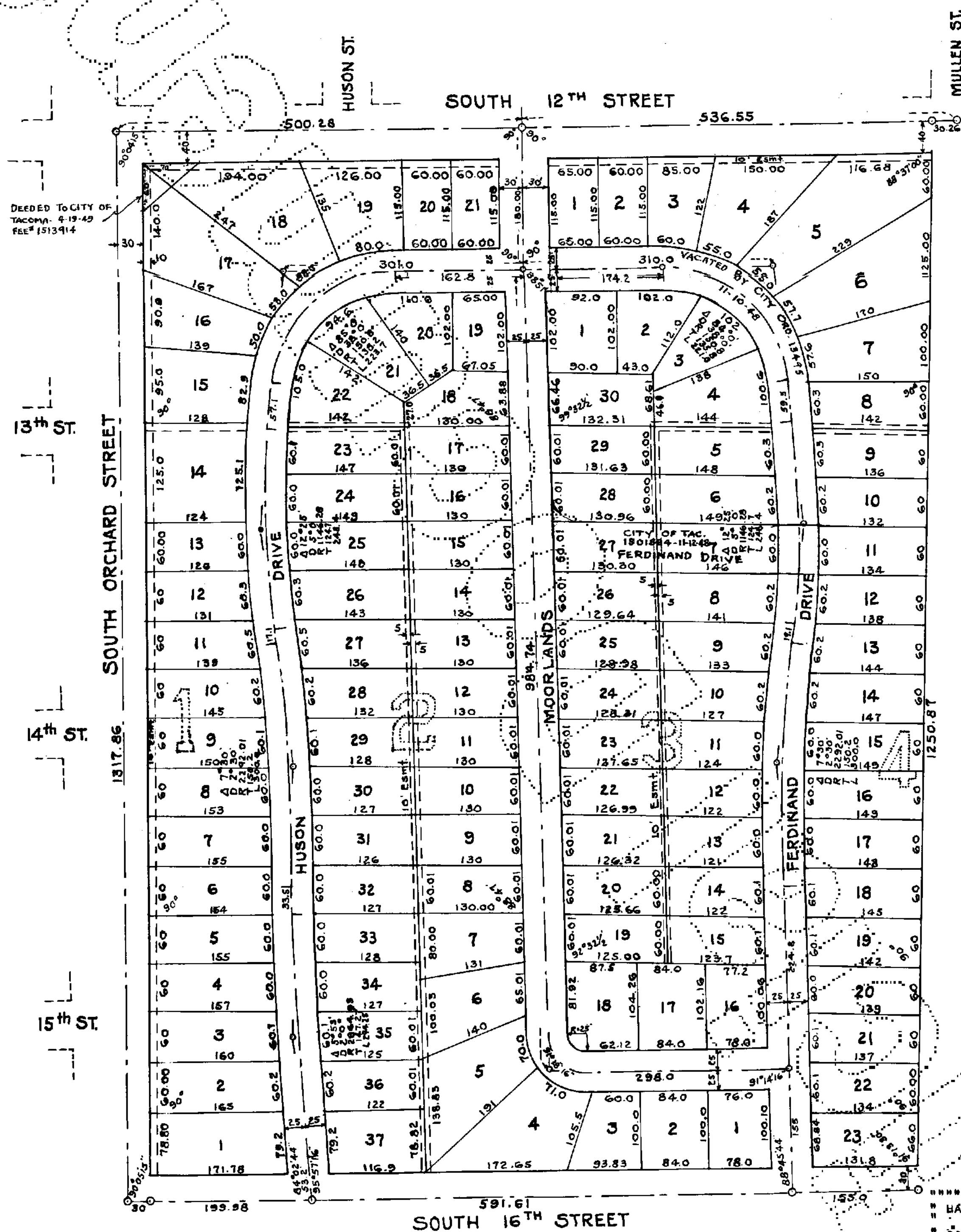


THE MOORLANDS

ADDITION TO THE CITY OF TACOMA



THIS IS TO CERTIFY THAT EDWARD S. WRIGHT PEGGY WRIGHT, HUSBAND AND WIFE, ARE THE SOLE OWNERS OF THE FOLLOWING DESCRIBED LAND, TO-WIT: BEGINNING AT A POINT 30 FEET EAST AND 40 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN; THENCE SOUTH 1247.86 FEET; THENCE EAST 916.59 FEET TO THE WEST BOUNDARY OF MULLEN STREET PRODUCED; THENCE NORTH 1280.87 FEET ALONG WEST LINE OF MULLEN STREET PRODUCED TO THE SOUTH LINE OF 12TH STREET; THENCE WEST ALONG SOUTH LINE OF 12TH STREET 97 FEET TO THE PLACE OF BEGINNING; BUT EXCLUDING FROM THE FOLLOWING DESCRIBED PARCEL OF LAND, 1 BEGINNING AT A POINT 50 FEET EAST AND 280 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN, THENCE EAST 120 FEET; THENCE SOUTH 85 FEET; THENCE WEST 120 FEET; THENCE NORTH 85 FEET TO PLACE OF BEGINNING; AND FURTHER TO CERTIFY THAT GERALD O. DODSON AND JUANITA DODSON, HUSBAND AND WIFE, ARE THE OWNERS OF THE FOLLOWING DESCRIBED PARCEL OF LAND TO-WIT: BEGINNING AT A POINT 50 FEET EAST AND 280 FEET SOUTH OF THE NORTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 NORTH, RANGE 2 EAST, WILLAMETTE MERIDIAN; THENCE EAST 120 FEET; THENCE SOUTH 85 FEET; THENCE WEST 120 FEET; THENCE NORTH 85 FEET TO PLACE OF BEGINNING.

AND THAT THE ABOVE NAMED OWNERS OF THE ABOVE DESCRIBED LANDS HAVE CAUSED SAME TO BE PLATTED INTO LOTS, BLOCKS AND STREETS; AND THAT THEY DO RECORD SAME UNDER TITLE OF THE MOORLANDS ADDITION TO TACOMA, WASHINGTON; AND DO HEREBY DONATE AND DEDICATE TO THE USE OF THE PUBLIC FOREVER THE STREETS AND EASEMENTS SHOWN HEREIN; AND FOR THEMSELVES, THEIR SUCCESSORS AND GRANTEES, WAIVE ALL CLAIM FOR DAMAGES TO THE PROPERTY INCLUDED IN THE PLAT, BY REASON OF ANY CUTS AND EASEMENTS IN ORIGINAL GRADING OF STREETS AND EASEMENTS; AND DO FURTHER CERTIFY THAT THEY ARE THE SOLE OWNERS OF THE LAND ABOVE DESCRIBED, AND THAT THE WHOLE TRACT IS FREE FROM ALL ENCUMBRANCES INCLUDING TAXES.

IN WITNESS WHEREOF, SAID PARTIES HAVE AFFIXED THEIR SIGNATURES HERETO THE 14TH DAY OF JUNE 1946.

EDWARD S. WRIGHT
PEGGY WRIGHT
GERALD O. DODSON
JUANITA DODSON

STATE OF WASHINGTON
COUNTY OF PIERCE

I, HARLAND R. BAILEY, NOTARY PUBLIC, DO HEREBY CERTIFY THAT ON THIS 14 DAY OF JUNE 1946, BEFORE ME PERSONALLY APPEARED EDWARD S. WRIGHT AND PEGGY WRIGHT, HUSBAND AND WIFE; AND GERALD O. DODSON AND JUANITA DODSON, HUSBAND AND WIFE; KNOWN TO ME TO BE THE INDIVIDUALS DESCRIBED IN, AND WHO EXECUTED THIS WITHIN AND FOREGOING INSTRUMENT AS THEIR FREE AND VOLUNTARY ACT AND DEED, FOR THE USES AND PURPOSES HEREIN MENTIONED.
GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 14TH DAY OF JUNE 1946.

HARLAND R. BAILEY
NOTARY PUBLIC IN AND FOR
THE STATE OF WASHINGTON
RESIDING IN TACOMA.

I HEREBY CERTIFY THAT I HAVE PLACED STONE MONUMENTS AT THE POINTS INDICATED BY SMALL CIRCLES; OR VERIFIED EXISTING MONUMENTS AT SAID POINTS; AND THAT THE COURSES, ANGLES AND MEASUREMENTS RELATED THERETO ARE CORRECT. DATED JUNE 10TH 1946.

I HEREBY CERTIFY THAT ALL STATE AND COUNTY TAXES HERETOFORE LEVIED UPON THE PROPERTY DESCRIBED HEREIN, ACCORDING TO THE BOOKS AND RECORDS OF MY OFFICE, HAVE BEEN DULY PAID. DATED OCT. 28TH 1946

TREASURER PIERCE COUNTY WASHINGTON
OFFICIAL SEAL

APPROVED 8-29-46

BURWELL BANTZ
TACOMA CITY ENGINEER

APPROVED 8-29-46

A. R. BERGERSEN
COMMISSIONER OF PUBLIC WORKS

APPROVED 9-4-46

C. V. FAWCETT
MAYOR

FILED AND RECORDED AT REQUEST OF EDWARD S. WRIGHT ON OCT 20, 1946
AT 9:54 A.M. 1946 PAGE 81 VOLUME 13
OF RECORD OF PLATS

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

HARLAND R. BAILEY NOTARY PUBLIC
STATE OF WASHINGTON
COMMISSION EXPIRES DEC. 6, 1946

ACCEPTED BY CITY COUNCIL OF TACOMA 9-4-46

BENEVUE MARTIN
CLERK

C. V. FAWCETT
VICE PRESIDENT

SEAL OF THE CITY OF TACOMA
1946

APPROVED BY TACOMA PLANNING COMMISSION JUNE 1

R. E. SHAUB
CHAIRMAN

V. B. JONES
SECRETARY

COUNTY AUDITOR PIERCE COUNTY
WASHINGTON
SEAL

RECORDING NO. 1429:94

COMPARED BY 68-41
INDEXED BY 9-4-46

For reference only

1432948

VOL 846 PAGE 293

Edward S. Wright

Peggy Wright

to

The Public.

RESTRICTIVE COVENANTS for THE MOORLANDS ADDITION TO TACOMA, WASHINGTON, a plat which was filed for record in the office of the Auditor of Pierce County, Washington, Oct. 28 1946 and recorded in Book 13 Page 21, of said records.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS, the undersigned are The Owners of the real estate situated in Pierce County, Washington, described above, 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 inure to the benefit of and be binding upon each and every lot in said tract, and shall apply to and be binding upon the respective owners of such lots and upon their successors in interest, such reservation 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, 1956, 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 of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said development to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such 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 building shall be erected, placed, or altered on any building plot herein described 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 situated on any building plot described herein, and as to location of the building with respect to topography and finished ground elevation by a committee composed of Edward S. Wright and Peggy Wright, or by a designated representative of the members of said committee. In the death or resignation of any member of said committee, the remaining member 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 thirty (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 have 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, 1956. 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 described herein, and duly recorded, appointing a representative or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

(6) No building shall be located nearer to the front lot line or nearer to the side street line than the building set back lines shown on the recorded plat. 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 or attached appurtenance shall be erected on any lot farther than forty-five (45) feet from the front lot line.

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

(8) No fence shall be constructed exceeding five (5) feet in height, but nothing shall prevent erection of a necessary 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 costing less than \$5,000.00 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 300 square feet in the case of a one-story structure nor less than 750 square feet in the case of a one and one-half, two, or two and one-half story structure.

(12) No person of any race other than the White or Caucasian Race shall own 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 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.

(14) Easements affecting all lots are reserved as shown on the recorded plat.

(15) Garages shall conform in design and finish with the main building they serve.

(16) A strip of land ten (10) feet wide across the rear of all lots abutting the Easterly line of Orchard Street and the Southerly line of South 12th Street, shall be reserved for screen planting purposes. Said restrictions shall prohibit all egress or ingress across or within said reservation except such as may be necessary to maintain the screen planting therein.

In Witness Whereof, said parties have affixed their signatures hereto, this _____ day of _____ 194__.

Peggy Wright
Edward S. Wright

Subscribed and sworn to before me this 25 day of November, 1946.



Martin V. Easterday
Notary Public in and for the State
of Washington, residing in Pierce
County at Tacoma.

Filed for Record Nov 25 1946 10:05
Request of Edward S. Wright
J. E. FORD, County Auditor