

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, the CQRLISS INVESTMENT CO., a Washington Corporation, hereinafter called "The Owner", is the owner of the following described land, situated in Tacoma, Pierce County, Washington, to-wit:

That part of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 21, Township 20 North, Range 3 East, W. M., lying South of South 52nd Street, and North of South 56th Street, West of East "D" Street, and East of East "B" Street in said City, all of which property is included in the Plat of "TANGLEWOOD", an addition to the City of Tacoma, the plat of which was recorded FEBRUARY 2, 1944, ~~1943~~, in Volume 13 of Plats, Pages 5+6, records of the Auditor's Office of Pierce County, Washington;

NOW THEREFORE:

KNOW ALL MEN BY THESE PRESENTS, That Whereas, the undersigned is the owner of the hereinabove described property, and is desirous that all sales of property within said plat be made subject to certain reservations and covenants, the purpose of which is to insure the desirability of said property for residential purposes only, NOW THEREFORE:

In consideration of the premises, the undersigned hereby certifies and declares that the protective restrictions and reservations herein-after set forth, shall inure to the benefit of, and be binding upon each and every lot within said addition, and shall be binding upon the respective owners of each of said lots, and upon their successors in interest, such reservations and restrictions being as follows:

(1) These covenants and restrictions are to run with the land and shall be binding upon all parties, and all persons claiming under them until January 1st, 1967, and shall be automatically extended for successive periods of ten years, unless by the consent 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 the owners of said lots, 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 within said Addition, to prosecute any proceeding, at law or in equity, against the person, or persons, violating, or attempting to violate any such covenant, either to prevent him or them, from such violation, or to recover special damages, if any, on account of such violation.

(3) Should any of the covenants herein contained be determined by a court of competent jurisdiction, to be invalid, such determination shall in no wise affect any of the other provisions hereof, but shall remain in full force and effect.

(4) All lots within the Addition shall be known and described as residential lots. No structure shall be erected, placed, altered, 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, together with a private garage for no more than two cars, and other outbuildings incidental to residential use of the plot.

(5) 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 subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of C. F. DAVIDSON, E. L. GIROUX, and RUSSELL LANCE & MURI, Architects, 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 thirty 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 has been commenced prior to the completion thereof,

For reference only, not for re-sale.

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 1st, 1944. 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.

(6) No building shall be located nearer to the front lot line, or nearer to any 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 feet to the front lot line, nor nearer than ten feet to any side street line. No building, except detached garage or other outbuilding, located seventy-five feet, or more, from the front lot line, shall be located nearer than five feet to any side lot line. No residence or attached appurtenance shall be erected on any lot farther than twenty feet from the front lot line.

(7) No residential structure shall be erected or placed on any building plot which has an area of less than 5500 square feet, or a width of less than fifty feet at the front building set-back line.

(8) No noxious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become a nuisance to the neighborhood.

(9) 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.

(10) No dwelling costing less than \$3000.00 shall be permitted on any lot in the tract.

(11) The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 700 square feet in the case of a one-story structure, nor less than 650 square feet in the case of a one-and-a-half, two or two and a-half story structures.

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

(13) No signs of any kind, or for any use, except public notices erected by a political subdivision of the State, or as required by law, or residential "For Sale" or "For Rent" signs of customary or standard size, shall be erected, posted, painted or displayed on or about the property within said plat.

The Corliss Investment Company reserves the right to enter upon any property in said plat and remove any sign located or placed thereon in violation of the provisions of this paragraph, and said corporation, and its agents, shall not be liable for any damage sustained by any party as a result of such removal.

(14) No fence shall be erected within thirty feet of a front lot line, and no fence shall be erected or maintained, except that the same be of an ornamental nature or design, and in keeping with the general character of the neighborhood.

(15) No building, nor any portion of any building, nor any driveway, nor any other structure, shall be placed or maintained between the Easterly boundary of "B" Street and a line running parallel thereto and a distance of 10 feet Easterly therefrom, nor between the Southerly boundary of So. 52nd Street and a line running parallel thereto, and a distance of 10 feet Southerly therefrom;

nor between the Northerly boundary of South 56th Street, and a line running parallel thereto, and a distance of ten feet Northerly therefrom, nor between the Westerly boundary of "D" Street, and a line running parallel thereto, and a distance of ten feet Westerly therefrom; said 10-foot strip of land running parallel to said streets herein referred to, shall be used exclusively for the planting of trees and shrubs for ornamental purposes. Ingress and egress over said 10-foot strip of ground is prohibited, except for the purpose of installation and maintenance of said ground for the purposes herein set forth.

Unless the Metropolitan Park District shall agree to maintain said strip as a public park, the duty of maintaining the strips in front of each of the lots abutting thereon, shall devolve upon the owner of the abutting lot.

(16) Nothing contained in this Declaration shall prohibit the Owner from placing any further restrictive covenants with reference to said described property, or any part thereof, providing 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 Owner" of said property has executed this instrument, this 2 day of February, 1944.

CORLISS INVESTMENT CO.,

By

J. E. Burkley
Vice President

ATTEST:

J. A. Corliss
Secretary.

1338333

STATE OF WASHINGTON

ss.

County of Pierce

On this 2 day of February, 1944, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared J. E. BURKEY and JOHN R. CORLISS, to me known to be the Vice-President and Secretary of the CORLISS INVESTMENT CO., a corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument, and that the seal affixed is the corporate seal of said corporation.

WITNESS, my hand and Official Seal hereto affixed the day and year in this Certificate first above written.

Charles P. Burkley

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

Filed for Record

Request of

J. E. FORD, County Auditor

Feb. 2, 1944

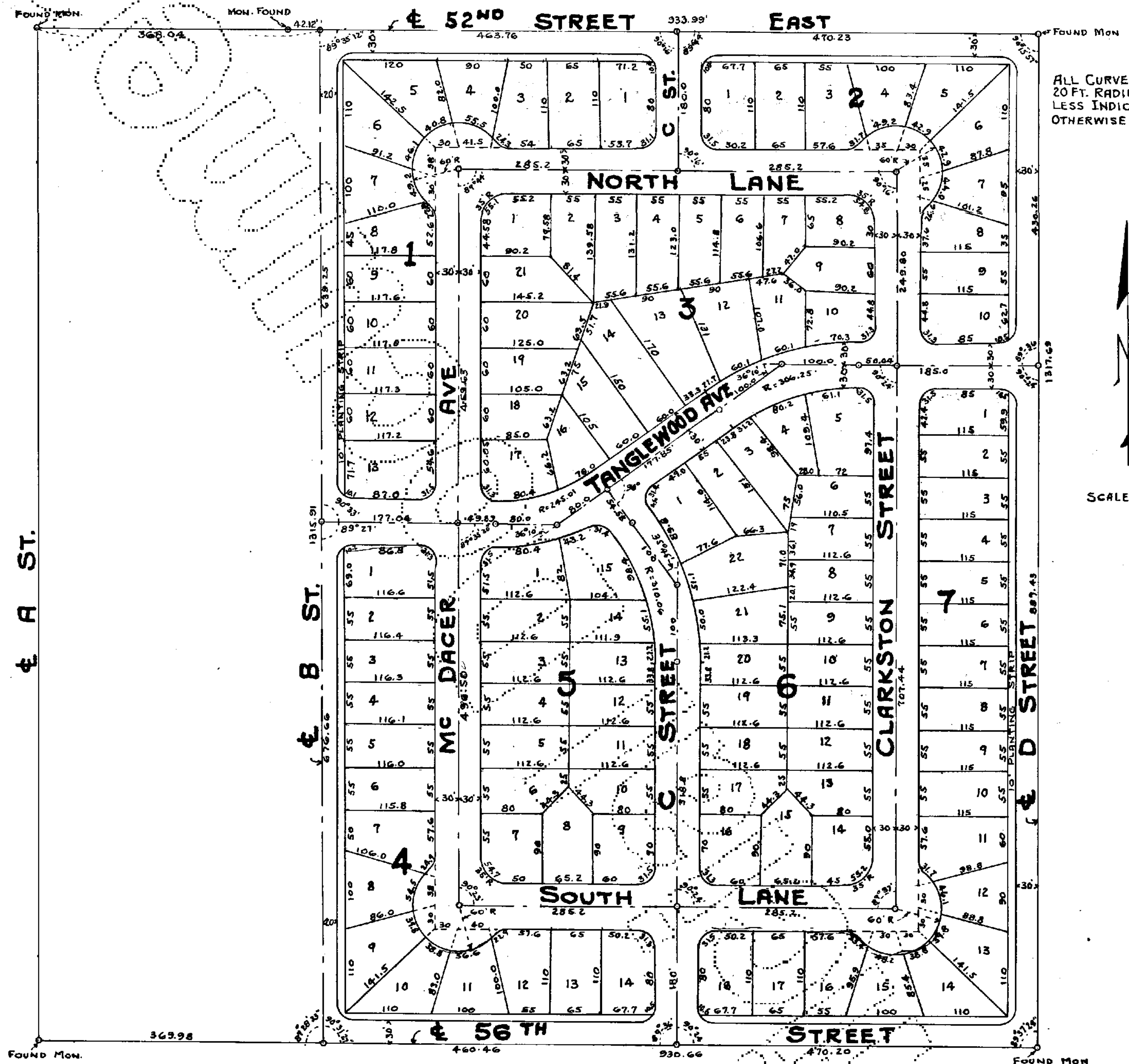
4.18 P.M.

J. R. Corliss

For reference only, not for re-sale

THE TANGLEWOOD ADDITION

TACOMA WASHINGTON



ALL CURVES ARE
20 FT. RADIUS UN-
LESS INDICATED
OTHERWISE.

SCALE - 1" = 100'

For reference only, not for re-sale.

I HEREBY CERTIFY THAT I HAVE SURVEYED THE WITHIN DESCRIBED
LAND, THAT STONE MONUMENTS HAVE BEEN SET AT POINTS INDICATED
BY CIRCLES -O- AND THAT THIS M.P. IS CORRECT.
TACOMA, WASHINGTON NOVEMBER 15TH 1943

J. CECIL DONNELLY
REGISTERED LAND SURVEYOR

INDEXED BY *A. Gleason*
COMPARSED BY *R. J. M.*

KNOW ALL MEN BY THESE PRESENTS: THAT THE CORLISS INVESTMENT COMPANY, A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, WITH ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS AT TACOMA, WASHINGTON, BEING THE SOLE OWNER OF THE FOLLOWING DESCRIBED PROPERTY, LOCATED IN PIERCE COUNTY, WASHINGTON, TO-WIT:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 20 NORTH, RANGE 3 EAST, W.M., LESS THE FOLLOWING PORTIONS THEREOF, TO-WIT:

THE NORTH 30 FEET THEREOF; THE EAST 30 FEET THEREOF; AND THE SOUTH 30 FEET THEREOF, AND THE WEST 370 FEET THEREOF;

SAID PROPERTY BEING BOUNDED ON THE NORTH BY SOUTH 52ND STREET, ON THE EAST BY EAST "D" STREET; ON THE SOUTH BY SOUTH 56TH STREET, AND ON THE WEST BY EAST "B" STREET, AS THE SAME ARE NOW ESTABLISHED:

AND HAVING CAUSED THE SAME TO BE SURVEYED AND PLATTED AS SHOWN HEREON, SUCH PLAT TO BE HEREAFTER KNOWN AS "TANGLEWOOD", AN ADDITION TO THE CITY OF TACOMA, WASHINGTON, AND THE SAID OWNER HEREBY DESIGNATES AND DEDICATES TO THE USE OF THE PUBLIC FOREVER, THE STREETS, ROADS, UTILITY EASEMENTS, AVENUES AND OTHER PUBLIC PLACES SHOWN OR INDICATED THEREON, AND THE SAID OWNER OF THE LAND ABOVE DESCRIBED, EMBRACED AND COVERED BY SAID PLAT, DOES HEREBY, FOR ITSELF AND ITS 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, UTILITY EASEMENTS AND AVENUES SHOWN THEREON IN THE ORIGINAL GRADING THEREOF, AND DOES FURTHER CERTIFY AND SWEAR THAT SAID LANDS ARE FREE FROM ALL ENCUMBRANCES, INCLUDING ALL TAXES AND ASSESSMENTS WHICH HAVE HERETOFORE BEEN LEVIED AND BECOME CHARGEABLE AGAINST SAID PROPERTY.

IN WITNESS WHEREOF, SAID CORLISS INVESTMENT COMPANY, HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS PRESIDENT AND SECRETARY, PURSUANT TO, AND BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF DIRECTORS, DULY PASSED AND ENTERED ON ITS RECORDS, AND HAS CAUSED ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED, THIS 17TH DAY OF NOVEMBER, 1943.

CORLISS INVESTMENT COMPANY
CORPORATE SEAL
WASHINGTON

CORLISS INVESTMENT COMPANY
BY L. B. MC KINNEY
ITS PRESIDENT

ATTEST:

JOHN R. CORLISS
ITS SECRETARY

STATE OF WASHINGTON
COUNTY OF PIERCE

ON THIS 17TH DAY OF NOVEMBER, 1943, PERSONALLY APPEARED BEFORE ME, L. B. MC KINNEY AND JOHN R. CORLISS, TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY RESPECTIVELY OF CORLISS INVESTMENT COMPANY, A CORPORATION, ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, AND HAVING ITS PRINCIPAL OFFICE AND PLACE OF BUSINESS AT TACOMA, WASHINGTON, AND ACKNOWLEDGED TO ME, THAT SAID CORPORATION DULY EXECUTED THE WITHIN AND FOREGOING PLAT, AND ACKNOWLEDGED THE SAID PLAT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE SAID CORPORATION FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID PLAT, AND THAT THE SEAL AFFIXED IS THE CORPORATE SEAL OF SAID CORPORATION.

IN WITNESS WHEREOF, I HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE MENTIONED.

HELEN DAHL
NOTARY PUBLIC
STATE OF WASHINGTON
COMM. EXPIRES JULY 22, 1946

HELEN DAHL - NOV. 17TH - 1943
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING AT TACOMA.

APPROVED: FEBRUARY 1, 1944

ATTEST: GENEVIEVE MARTIN CITY CLERK
APPROVED: FEBRUARY 2, 1944

SEAL OF
CITY OF TACOMA
1884

O. H. DAHLBERG
ACT. CITY ENGINEER

APPROVED: FEBRUARY 1, 1944

C. V. FAWCETT
ACTING MAYOR
APPROVED BY THE PLANNING COMMISSION

A. R. BERGERSEN
COMM. OF PUBLIC WORKS

D. J. MAXWELL C. F. MASON
PRESIDENT SECRETARY
TACOMA, WASHINGTON, FEBRUARY 1944

APPROVED BY THE CITY COUNCIL OF THE
CITY OF TACOMA, WASHINGTON, THIS 2ND
DAY OF FEBRUARY 1944.

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

TREASURER
PIERCE COUNTY WASHINGTON
OFFICIAL SEAL

C. V. FAWCETT
ACTING PRESIDENT OF CITY COUNCIL

PAUL NEWMAN
TREASURER OF PIERCE COUNTY, WASHINGTON

FILED AND RECORDED AT REQUEST OF JOHN R. CORLISS
THIS 2ND DAY OF FEB., 1944 AT 48 MINUTES PAST 3 O'CLOCK,
P.M., ON PAGE 5 AND 6 VOLUME 13, OF RECORD OF PLATS.

COUNTY AUDITOR
PIERCE COUNTY WASHINGTON
SEAL

J. E. FORD
COUNTY AUDITOR OF PIERCE COUNTY, WASHINGTON
BY W. G. THAYER
DEPUTY