

1371280

VOL 781 PAGE 853

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, MARCH CONSTRUCTION CO. INC., a Washington corporation, hereinafter called "The Owner", is the owner of the following described land:

Blocks 1 to 5, inclusive, March's Victory Addition to Tacoma; and
Lots 1 to 12, Block 50, Lots 1 to 12, Block 55, and Lot 2, Block 40, Congdon Addition to Tacoma; and
Lots 2 to 12, inclusive, Block 40, Kennedy's Second Addition to Tacoma.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned is "The Owner" of the real estate situated in Pierce County, Washington, described above, is 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 certifies and declares 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 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, 1969, 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 covenant and either to prevent him or them from so doing or to recover damages or other dues for such violation.

(3) Invalidity 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 James H. March and Ward A. Smith, or by a designated representative of the members of said committee. In the event of 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, 1948. 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 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 to the front lot line, nor nearer than ten (10) feet to any side street line; except that on all building plots abutting South 17th Street between South Lawrence and South Cedar, no building shall be located nearer than ten (10) feet to the front lot line nor nearer than ten (10) 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 (40) 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 4500 square feet or a width of less than forty-nine (49) feet at the front building setback line.

(8) 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.

(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.

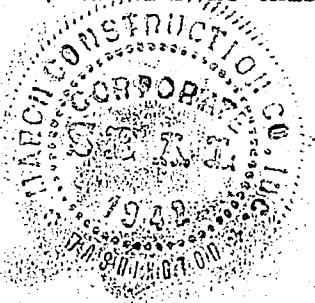
(11) No dwelling costing less than \$3,500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half, two, or two and one-half story structure.

- 3 -

(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 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.

IN WITNESS WHEREOF "The Owner" of said property has executed this instrument this 12th day of May, 1945.



MARCH CONSTRUCTION CO. INC.

By: James H. March
President

By: Ward A. Smith
Vice - President

STATE OF WASHINGTON)
County of Pierce) ss

On this 23rd day of May, 1945, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

JAMES H. MARCH and WARD A. SMITH

to me known to be the President and Vice President respectively, of March Construction Co. Inc., 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 they are 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 above written.

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



Filed for Record
Request of

May 24 1945 3 ²⁶ p.m.
COMMONWEALTH TITLE COMPANY

J. E. FORD, County Auditor

DECLARATION OF PROTECTIVE COVENANTS

WHEREAS, MARCH CONSTRUCTION CO. INC., a Washington corporation, hereinafter called "The Owner", is the owner of the following described land:

Lots 10, 11, and 12, Block 42, Congdon's Addition;
Blocks 1 to 8, inclusive, in Murry's Addition;
Lots 1 and 2, Block 41, Congdon's Addition
Lots 1 and 2, Block 48, Congdon's Addition
Lots 1 and 2, Block 49, Congdon's Addition
Lots 1 and 2, Block 56, Congdon's Addition;
Lots 2 to 12, inclusive, Block 41, Kennedy's Second
Addition; and

South 21.55 feet of the East one-half of the Northwest quarter of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North, Range 3 East, W. M., together with that portion of vacated Alder Street lying between said tract and Block 41, Kennedy's Second Addition; together with vacated Alder Street from South 17th Street to South 19th Street except where said Alder Street is intersected by the alley between South 17th and South 18th Street, South Lawrence and South Cedar; and except where the alley serving Blocks 1, 2, 3 and 4, in Murry's Addition intersects Alder Street except where South 18th Street intersects South Alder Street and except where the alley serving Blocks 5, 6, 7 and 8, in Murry's Addition intersects South Alder Street.

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned is "The Owner" of the real estate situated in Pierce County, Washington, described above, is 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 certifies and declares 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 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, 1969, 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 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 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 James H. March and Ward A. Smith, or by a designated representative of the members of said committee. In the event of 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, 1948. 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 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 to the front lot line, nor nearer than ten (10) feet to any side street line; except that on all building plots abutting South 17th Street between South Lawrence and South Cedar, no building shall be located nearer than ten (10) feet to the front lot line nor nearer than ten (10) 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 (40) 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 4500 square feet or a width of less than forty-nine (49) feet at the front building setback line.

KENNEDYS SECOND ADD. TO TACOMA

This is to certify: That we J.W. Kennedy and Marie H. Kennedy his wife sole owners of the following described property to wit: The West Half of the Northwest Quarter of the Southeast quarter of the Southwest quarter of Section 6, Township 20 North, Range 3 East of the Willamette Meridian, containing five acres, more or less, have caused the same to be surveyed and platted according to the accompanying map and do record under the title of "KENNEDYS' SECOND ADD. TO TACOMA". We hereby further certify that the same is free from all incumbrances, and hereby donate and dedicate streets and alleys shown to the use of the public forever, and we for ourselves, our successors and grantees, wave right to any claim for damages resulting to said property by reason of the original grading of any street or alley contained herein.

In witness whereof we hereby set our hand and seal this 12 day of December 1918.

Witness

J. W. Kennedy
Marie H. Kennedy

State of Washington } ss
County of Pierce }

This is to certify that on this 12th day of December 1918, before me, a Notary Public in and for the State of Washington, personally appeared J.W. Kennedy and Marie H. Kennedy his wife to me known to be the persons 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.

Frank M. Carnahan
Notary Public in and for the State of Washington
residing at Tacoma.

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 small circles.

R. V. Meikle
Civil Engineer

Tacoma Feb 5, 1919

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

Wm. Turner
Treasurer, Pierce County Washington.

Approved by the City Council of the City of Tacoma, Washington
this 14th day of February 1919.

C. M. Riddell
President of City Council
Attest *Blanche Junk Miller*
City Clerk
Approved *C. M. Riddell*
Mayor

Approved Feb 6th 1919

J. C. Manley
City Engineer

Approved Feb 7, 1919

H. Roy Harrison
Commissioner of Public Works

514244

Filed and recorded at the request J.W. Kennedy this 14th day of February A.D. 1919 at 40 minutes past 4 o'clock P.M. on page 3 Vol. 11 of record of plats.

Compared by *M.*
and *H.*

Auditor Pierce County Washington

State of Washington } ss
County of Pierce }

J.W. Kennedy having been first duly sworn on his oath says: I am one of the parties making the foregoing plat and dedication; I and said Marie H. Kennedy, my wife, are the sole owners of the land above described, and said land is free from all incumbrances including taxes.

Subscribed and sworn to before me this 12th day of December 1918

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



For reference only, not for re-sale.

