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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.

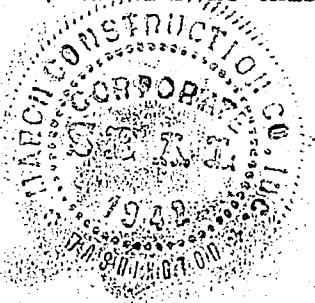
(11) No dwelling costing less than \$3,500 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 750 square feet in the case of a one-story structure nor less than 700 square feet in the case of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

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(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 23<sup>rd</sup> 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 <sup>26</sup> p.m.  
COMMONWEALTH TITLE COMPANY

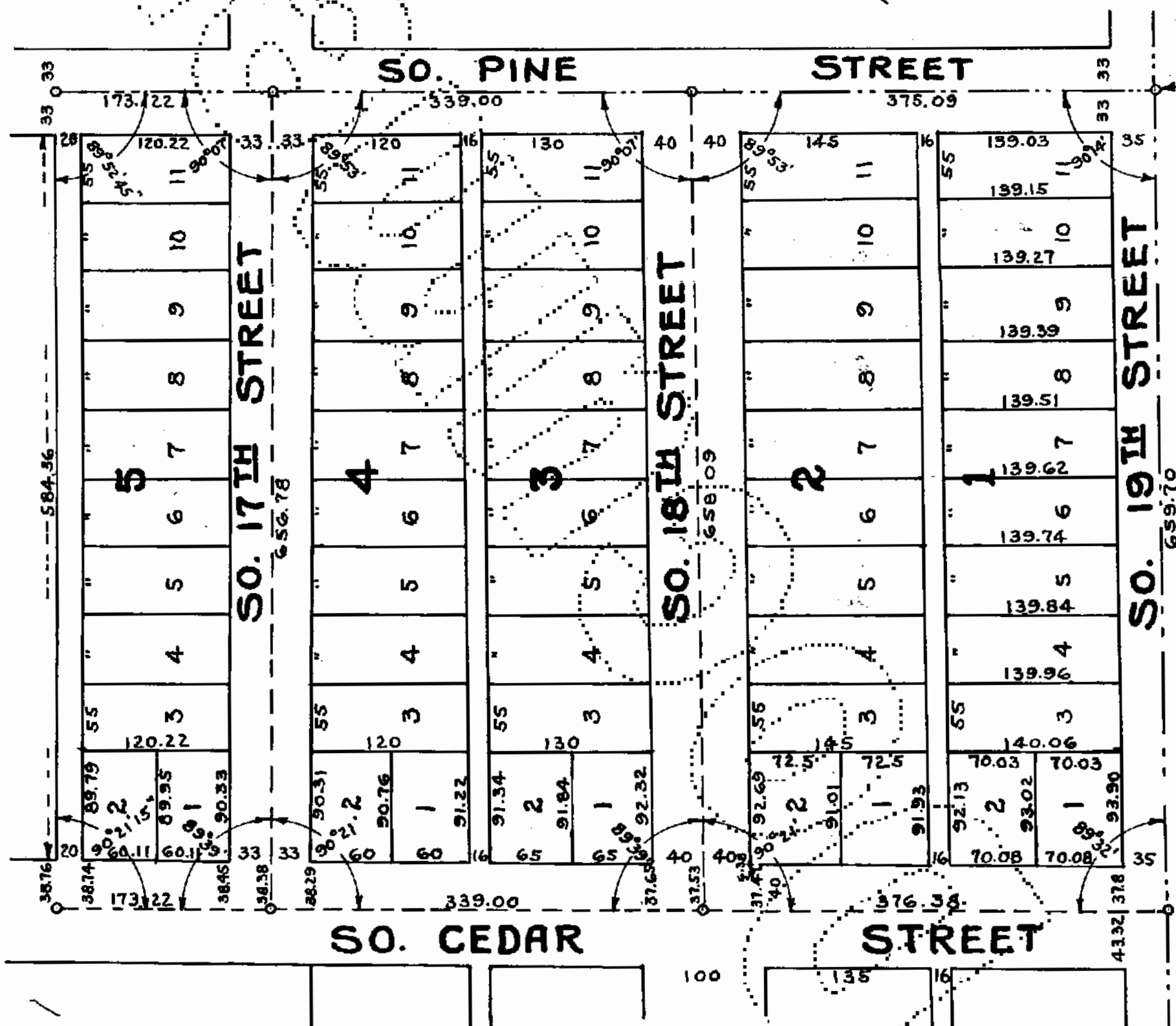
J. E. FORD, County Auditor

# PLAT OF MARCH'S VICTORY ADDITION TO THE CITY OF TACOMA WASHINGTON

SCALE 1"=100'  
A.R.H.

KNOW ALL MEN BY THESE PRESENTS: THAT THE MARCH CONSTRUCTION CO., INC. A CORPORATION ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON, BEING SOLE OWNERS OF PARCEL OF LAND LOCATED IN THE EAST 1/2 OF EAST 1/2 OF THE SOUTHEAST 1/4 OF THE SOUTH WEST 1/4, SECTION 6, TOWNSHIP 20 NORTH, RANGE 3, EAST WILLAMETTE MERIDIAN, MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE WEST LINE OF PINE STREET WITH THE NORTH LINE OF SOUTH 19TH STREET, SHOWN ON THE RECORDED PLAT OF R.P. PORTERS ADDITION TO THE CITY OF TACOMA, WASHINGTON; THENCE RUNNING IN A WESTERLY DIRECTION ALONG THE NORTH LINE OF SOUTH 19TH STREET, A DISTANCE OF 588.0 FEET, MORE OR LESS TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION 295 FEET MORE OR LESS TO A POINT; THENCE RUNNING IN A WESTERLY DIRECTION A DISTANCE OF FEET MORE OR LESS TO A POINT; THENCE RUNNING IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF CEDAR STREET A DISTANCE OF 558.38 FEET MORE OR LESS TO A POINT; THENCE RUNNING IN AN EASTERLY DIRECTION A DISTANCE OF 584.36 FEET MORE OR LESS TO AN INTERSECTION WITH THE WEST LINE OF PINE STREET; THENCE RUNNING SOUTH ALONG THE WEST LINE OF PINE STREET 852.31 FEET MORE OR LESS TO THE POINT OF BEGINNING AND CONTAINING 13.44 ACRES, MORE OR LESS, HAVING CAUSED SAME TO BE SURVEYED BY R. P. PORTERS ADDITION TO HAVE BEEN REPLATTED AND THE BALANCE ADJOINING ON THE NORTH TO HAVE BEEN PLATTED AS SHOWN HEREON, SUCH PLAT OF SUBDIVISION TO BE KNOWN AS MARCH'S VICTORY ADDITION TO THE CITY OF TACOMA, WASHINGTON AND THAT THE SAID OWNERS HEREBY DONATE AND DEDICATE TO THE USE OF THE PUBLIC FOREVER 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, UTILITY EASEMENTS AND AVENUE SHOWN THEREON IN THE ORIGINAL GRADING THEREOF, AND DO FURTHER CERTIFY AND SWEAR THAT THE SAID LANDS ARE FREE FROM INCUMBRANCES INCLUDING ALL TAXES AND ASSESSMENTS WHICH HAVE HERETOFORE BEEN LEVIED AND BECAME CHARGEABLE AGAINST SAID PROPERTY; AND IT IS FURTHER AGREED THAT THE CITY OF TACOMA, WASHINGTON DONATE AND DEDICATE TO THE MARCH CONSTRUCTION CO., INC. ANY AND ALL STREETS AND ALLEYS NOW SHOWN ON THE RECORDED PLAT OF THE R. P. PORTERS ADDITION TO THE CITY OF TACOMA, WASHINGTON AS SHOWN HEREON IN DOTTED LINES CONTAINING 0.72 ACRES, OR LESS.

SE 1/4 CORNER OF  
SW 1/4 SECTION 6  
T.20N. R.3E. WM



IN WITNESS WHEREOF, THE MARCH CONSTRUCTION CO., INC. HAS CAUSED ITS CORPORATE NAME TO BE HEREUNTO SUBSCRIBED BY ITS PRESIDENT, VICE-PRESIDENT AND SECRETARY PURSUANT TO AND BY AUTHORITY OF A RESOLUTION OF ITS BOARD OF TRUSTEES DULY PASSED AND ENTERED ON ITS RECORDS AND EACH HAS CAUSED ITS CORPORATE SEAL TO BE HEREUNTO AFFIXED THIS 7TH DAY OF MARCH 1945.

MARCH CONSTRUCTION CO., INC.  
BY JAMES H. MARCH ITS PRESIDENT  
ATTEST WARD A. SMITH ITS VICE-PRESIDENT  
ATTEST CHAS. D. HUNTER, JR. ITS SECRETARY

STATE OF WASHINGTON) SS  
COUNTY OF PIERCE )

\*\*\*\*\*  
" MARCH CONSTRUCTION CO., INC. "  
" CORPORATE SEAL "  
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ON THIS 7TH DAY OF MARCH 1945 PERSONALLY APPEARED BEFORE ME JAMES H. MARCH AND WARD A. SMITH AND CHAS. D. HUNTER, JR. TO RE TO BE KNOWN AS THE PRESIDENT, VICE-PRESIDENT AND SECRETARY, RESPECTIVELY, OF THE MARCH CONSTRUCTION CO., INC; SAID CORPORATION BEING ORGANIZED AND EXISTING UNDER THE LAWS OF THE STATE OF WASHINGTON AND HAVING ITS PRINCIPAL PLACE OF BUSINESS IN TACOMA, WASHINGTON, THE CORPORATION THAT EXECUTED THE WITHIN AND FOREGOING INSTRUMENT AND SAID PERSONS AS SUCH OFFICERS OF SAID CORPORATION ACKNOWLEDGE THE SAID INSTRUMENT TO BE THE FREE AND VOLUNTARY ACT AND DEED OF THE SAID CORPORATION FOR THE NEED AND PURPOSES THEREIN MENTIONED AND ON OATH STATED THAT THEY WERE AUTHORIZED TO EXECUTE SAID INSTRUMENT AND THAT THE RESPECTIVE SEALS AFFIXED ARE THE CORPORATE SEALS OF SAID CORPORATION MENTIONED.

JAMES V. RAMSDALL  
NOTARY PUBLIC IN AND FOR THE STATE OF  
WASHINGTON, RESIDING AT TACOMA, WASHINGTON

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" JAMES V. RAMSDALL NOTARY PUBLIC "  
" STATE OF WASHINGTON "  
" COMMISSION EXPIRES JUNE 14, 1948 "  
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I HEREBY CERTIFY THAT I HAVE SURVEYED THE WITHIN DESCRIBED LAND, THAT MONUMENTS HAVE BEEN SET AT POINTS INDICATED BY CIRCLES AND THAT THIS MAP IS CORRECT.

TACOMA, WASHINGTON MARCH 2, 1945

LICENSE NO. EL 1424 NAYES L. MC DONALD  
RENEWAL JANUARY 2, 1945, REGISTERED PROFESSIONAL ENGINEER  
APPROVED BURWELL BANTZ A. R. BERGERSEN  
CITY ENGINEER COMMISSIONER OF PUBLIC WORKS

\*\*\*\*\*  
" NAYES L. MC DONALD PROFESSIONAL ENGINEER "  
" STATE OF WASHINGTON REGISTERED "  
\*\*\*\*\*

APPROVED BY THE CITY COUNCIL OF THE CITY OF TACOMA, WASHINGTON THIS 23RD DAY OF APRIL 1945.

A. R. BERGERSEN PROTEM PRESIDENT OF CITY COUNCIL

ATTEST GENEVIEVE MARTIN CITY CLERK APRIL 23, 1945

APPROVED APRIL 23, 1945 A. R. BERGERSEN PROTEM PRESIDENT

V. F. FAWCETT ACTING MAYOR

\*\*\*\*\*  
" SEAL OF THE CITY OF TACOMA "  
" 1884 "  
\*\*\*\*\*

APPROVED BY THE PLANNING COMMISSION MAY 1, 1945

A. H. BROUSE V. PRESIDENT

V. B. JONES SECRETARY

TACOMA, WASHINGTON MAY 1ST 1945

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

C. R. JOHNSON  
TREASURER PIERCE COUNTY WASHINGTON  
BY CLARE RADEK DEPUTY

\*\*\*\*\*  
" TREASURER PIERCE COUNTY WASHINGTON "  
" OFFICIAL SEAL "  
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FILED AND RECORDED AT THE REQUEST OF THE MARCH CONSTRUCTION CO., INC. THIS 4TH DAY OF MAY 1945, AT 3 MINUTES PAST 2 O'CLOCK P.M. PAGE 27, VOLUME 13 OF RECORDS OF PLATS.

J. E. FORD PIERCE COUNTY AUDITOR  
AUDITOR OF PIERCE COUNTY WASHINGTON

BY CLARE RADEK DEPUTY

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" PIERCE COUNTY AUDITOR "  
" STATE OF WASHINGTON "  
" SEAL "  
\*\*\*\*\*

FEE NUMBER 1369777