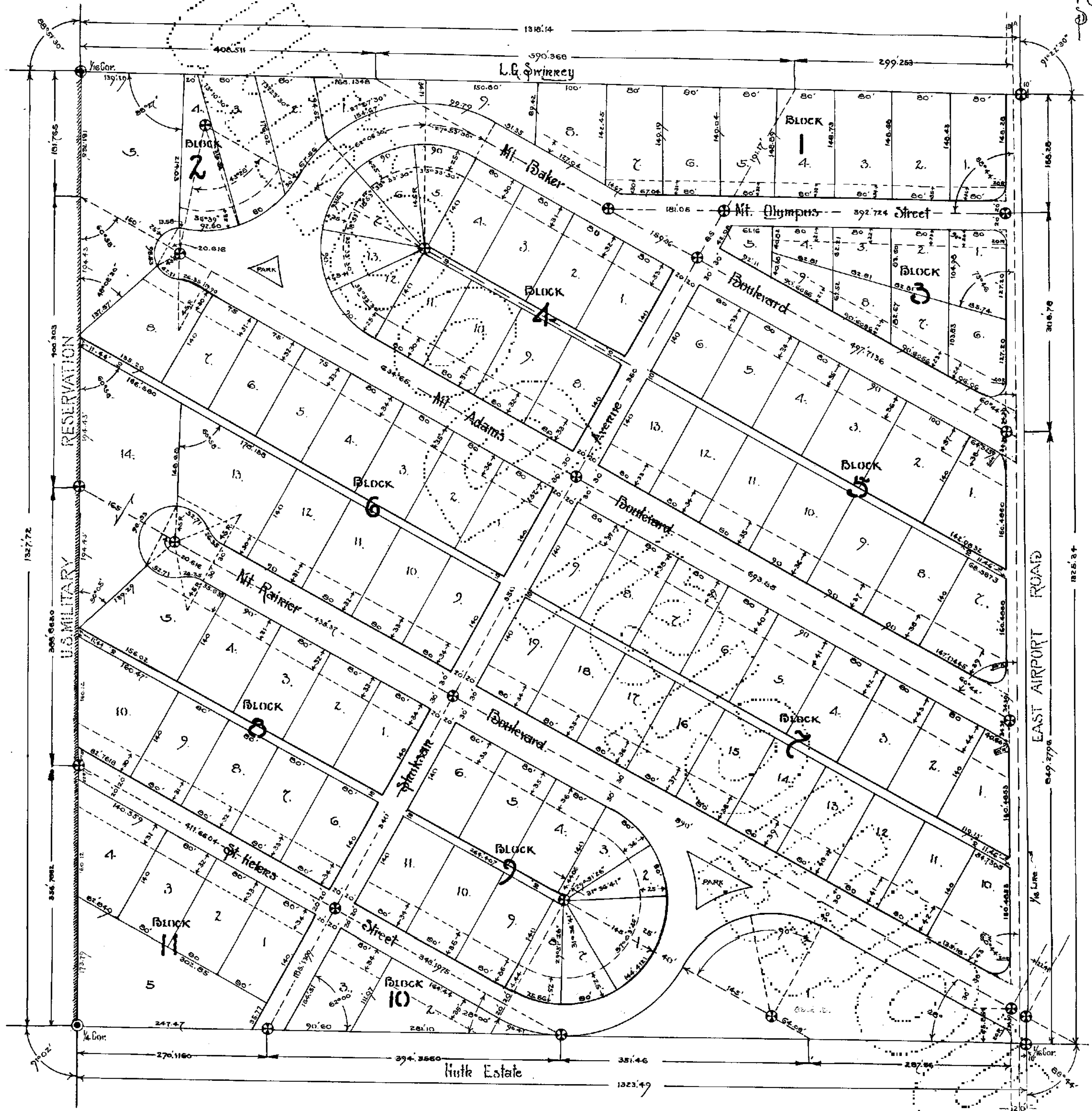


MC CHORD PARK SUBDIVISION



LEGEND
 Stone Monument Found
 Stone Monument Set
 Scale: 1 inch = 100 feet

SHEET 1 OF 2 SHEETS

For reference only, not for re-sale.

DESCRIPTION

All of the Southwest 1/4 of the Northwest 1/4 of Section 20 Township 19 North Range 2 East, Willamette Meridian in Pierce County, Washington except the east 10 feet to the East Boundary of said tract.

DEDICATION

Know all men by these presents that Pilots Housing Association Inc. a corporation, and owner of the above described land hereby dedicates to the public forever the streets, parks and alleys shown hereon and Pilots Housing Association, Inc., further certifies that it is the sole owner of the land hereby platted and that the same is free from any incumbrances.

Witness the corporate seal of Pilots Housing Association Inc. and the signature of its president and secretary at Fort Lewis, Washington this 2 day of July 1940.



Pilots Housing Association, Inc.

J. E. Pricham President
Harold T. Paulsen Secretary

ACKNOWLEDGMENT

State of Washington, s.s.
County of Pierce

On this 2 day of July 1940 before me personally appeared J. E. Pricham and Harold T. Paulsen to me known to be the president and secretary respectively of Pilots Housing Association, Inc., the corporation that executed the within and 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 in oath stated that they were authorized to execute said instrument and that the seal affixed is the seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above mentioned.



R. N. Hatcher
Notary Public in and for the State of Washington,
Residing in Tacoma, Washington.

Examined and approved this 5th day of Aug. 1940.

Board of County Commissioners, Pierce County, Washington

Joe Schlarb Commissioner
Ed. R. Melton Chairman



Tacoma, Washington, July 20, 1940

I hereby certify that there are no unpaid state or County taxes on the within described land.

Paul Newman
Treasurer, Pierce County, Washington.



Examined and approved this 5th day of Aug. 1940.

Ed. R. Melton
County Engineer
Pierce County, Washington.



Tacoma, Washington, July 12 1940

I hereby certify that I have surveyed the land hereon described; that this plat is correct; that the monuments have been set and the lot corners staked on the ground.

Welling H. Craft
Registered Professional Engineer



Approved as to form this 5 day of August, 1940.

E. C. Peterson
Deputy Prosecuting Attorney Pierce County, Washington.



1264934.

Filed and recorded at the request of COMMONWEALTH TITLE COMPANY this 8th day of August 1940 at 13 minutes past 9 o'clock A.M. on pages 26 and 27 Volume 12 of record of plats.

S. Clifford Davis, Co. Auditor
Auditor, Pierce County, Washington.

Indexed by *W. C.*
Compared by *M.*

W. C. Davis
Deputy County Auditor.

PROTECTIVE COVENANTS

FOR
MCCHORD PARK SUBDIVISION
TACOMA, WASHINGTON

A--- All lots in the tract shall be known and described as residential lots, except Lot 1, Block 10, which shall be used as a Park for residents of McChord Park. 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 three cars and other outbuildings incidental to residential use of the plot.

B--- 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 by a majority of an architectural committee composed of the Director of, or appointed by the Pilots Housing Association Inc. for conformity and harmony of external property and building setback lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within thirty days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve for eight years, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

C--- 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. No building shall be located nearer than ten feet to any side lot line except that any detached garage or other outbuilding located forty feet or more from the front lot line may be erected to within three feet of any side lot line.

D--- 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.

E--- All dwellings must have a sanitary sewage disposal system which shall consist of an approved septic tank, until such time as an adequate system of sewer mains and lines shall be installed.

F--- No persons of any race other than the Caucasian (white) 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.

G--- 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.

H--- No dwelling costing less than \$2500.00 shall be permitted on any lot in the tract. No dwelling costing less than \$3000.00 shall be permitted on any lot bordering or fronting Mt. Rainier Boulevard and Mt. Adams Boulevard. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet in the case of one-story structures nor less than 750 square feet in the case of a one and one-half, and two-story house.

I--- An easement is reserved over the rear five feet of all lots in the tract which do not have an alley for utility installation and maintenance.

J--- No lot shall be used for commercial or industrial building sites, nor for any commercial or industrial usage whatsoever.

K--- No lots shall be used for the breeding and raising of cows, horses, goats, sheep, mules, pigs, wild animals, and rodents under any circumstances, or for the keeping, quartering, housing, or maintaining of any of the aforementioned animals.

L--- No fence will be erected between lots or erected on the tract without the written approval of the aforesaid mentioned architectural committee.

M--- These covenants are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive periods of ten years unless by a vote of the majority of the then owners of the lots it is agreed to change the said covenants in whole or in part.

N--- 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 or subdivision 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.

O--- 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.

We hereby certify that the within plat of McChord Park Subdivision is duly approved by the Pierce County Planning Commission this 30 day of July A.D. 1940.

William H. Craft Chairman
Welling H. Craft Secretary

REVISION & SUBSTITUTION OF COVENANTS - REF 890900357