Richard - 60 Johnson Son 3818 - Sant

KNOW ALL MEN BY THESE PRESENTS:

THAT WHEREAS the undersigned owners of real property situated in Olympic Highlands or Tacoma Olympic View Addition or Narrows Bridge Addition or Tracts in that portion of Hollywood Terrace Unrecorded, lying North of Olympic Boulevard, and Tracts in that portion of Narrows View Acres, Unrecorded, lying North of Olympic Boulevard, Pierce County, Washington, 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 and the mutual covenants hereinafter set forth, the undersigned hereby certify and declare that the protective restrictions and reservations hereinafter described shall inure to the benefit of and be binding upon each and every lot now owned by the parties hereto within the above plats, 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:

- These covenants are to run with the land and shall be binding on all parties hereto and all persons claiming under them until January 1, 1970, 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.
- If the parties hereto, or any of them, ortheir 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 included in this agreement 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 enjoin him or them from so doing or to recover damages or other dues for such violation.
- Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- (4) All lots embraced herein shall be known and described as residential lots. No structures shall be erected, altered, placed or permitted to remain ox any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage, and other out buildings incidental to residential use of the plot.
- (5) No dwelling shall be located nearer than twenty (20) feet to the front property line, nor nearer than ten (10) feet to any side street line.
- (6) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7200 square feet or a width of less than fifty (50) feet.
- (7) 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.
- (8) 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.
- (9) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on said lots 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 \$5,000.00 shall be permitted on any lot included herein.
- (11) No sale, resale, or lease shall be made by the parties hereto, their heirs or assigns, to a person or persons of any race other
 than the White or Caucasian race, nor shall any person or persons of
 any race other than the White or Caucasian race use or occupy any building or any lot embraced herein, except that this covenant shall not
 prevent occupancy by domestic servants of a different race domiciled

with an owner or tenant.

- (12) Nothing contained in this agreement shall prohibit "the Owners", 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.
- (13) No animals shall be permitted except cats and dogs, which shall not exceed two (2) of each per family. The raising or keeping of chickens or other domestic fowls or animals shall be prohibited.

LEGAL DESCRIPTION OF REAL PROPERTY OWNED

Iot-1-Block-3 Narrows Bridge Addition To Tacoma Wash

THE WITHWINGS WITH BOD	
	the parties hereto have hereunto set their
hands and seals this	6th day of <u>March</u> , 1946.
	Richard W. Johansson Solving E. Johansson
	Solving E. Johansson
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Subscribed and swor. Manch 194	n to before me this day of
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William 11070	Jamphus
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