

RESTRICTIONS FOR SOUNDVIEW ADDITION, PIERCE COUNTY, STATE OF WASHINGTON.

The following restrictions shall supersede those recorded April 5th, 1939 in Book 12 of Plats at page 18, records of Pierce County Auditor; situate in the County of Pierce, State of Washington:

(a) All lots in the tract shall be known and described as residential lots, except Lots 6 to 9 inclusive, Block 8, and Lots 1 to 3 inclusive Block 9, to be used for retail business. 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 and one-half stories in height and a private garage for not more than three cars and appertinent buildings.

(b) No building shall be erected, altered, placed or permitted to remain on any building plot in this subdivision until the external design and location thereof have been approved in writing by the neighborhood committee which shall be appointed or elected by the owner or owners of a majority of the lots which are subject to the covenants herein set forth. (Note: Each owner has votes equal to number of lots owned.). However, if the committee fails to approve or disapprove such design or location within thirty (30) days after such plans have been submitted to it, then such approval will not be required. The completion of construction, alteration, or placement of a structure for thirty days (30) shall be construed as prima-facie evidence of committee approval.

(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 recorded plat, except that a garage may be built within four feet of street line where elevation of lot is at least four feet above street grade, at the front end of garage. Garages so constructed shall have a flat roof. No building shall be located nearer than five feet to any side lot line except that the side line restriction shall not apply to a detached garage or other outbuilding located seventy-five feet or more from the front lot line. (Note: Exceptions may be made for certain lots where special conditions warrant.)

(d) 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 50 feet at the front building setback line.

(3) 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.

(f) No persons 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.

(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 Forty-five Hundred Dollars (\$4500.00) shall be permitted on Lots 29 to 76 inclusive in Block 2.

No dwelling costing less than Thirty-five Hundred Dollars (\$3500.00) shall be permitted on Lots 1 to 28 inclusive of Block 2, Lots 8 to 24 inclusive in Block 4, Lots 1 to 24 inclusive in Block 5, Lots 33 to 81 inclusive in Block 8, Lots 19 to 42 inclusive of Block 9, and Lots 45 to 47 inclusive in Block 9.

No dwelling costing less than Three Thousand Dollars (\$3000.00) shall be permitted on All of Block 1, Lots 1 to 12 inclusive in Block 3, Lots 1 to 7 inclusive in Block 4, Lots 25 to 32 inclusive in Block 4, Lots 25 to 27 inclusive in Block 5, Lots 1 to 6 inclusive in Block 7, Lots 17 to 19 inclusive in Block 7, Lots 24 to 27 inclusive in Block 7, Lots 25 to 32 inclusive in Block 8, Lots 82 and 83 in Block 8, Lots 13 to 18 inclusive in Block 9, Lots 48 to 60 inclusive in Block 9.

No dwelling costing less than Twenty-five Hundred Dollars (\$2500.00) shall be

permitted on Lots 28 to 48 inclusive in Block 5, Lots 11 to 19 inclusive in Block 6, Lots 12 to 16 inclusive in Block 7, Lots 17 to 24 inclusive in Block 8. No dwelling costing less than Two Thousand Dollars (\$2000.00) shall be permitted on Lots 1 to 10 and Lots 20 to 28 inclusive in Block 6, Lots 7 to 11 inclusive in Block 7, Lots 20 to 23 inclusive in Block 7, Lots 10 to 16 inclusive and Lots 84 to 88 inclusive in Block 8, Lots 8 to 12 inclusive in Block 9, Lots 1 to 10 inclusive in Block 10.

Business lots are Lots 1 to 9 inclusive in Block 8, and Lots 1 to 3 inclusive in Block 9, and may be used for dwellings not costing less than Two Thousand Dollars (\$2000.00) or for retail business. Said retail store to cost not less than Two Thousand Dollars (\$2000.00), or store and dwelling may be combined, in which case said building shall cost not less than Thirty-five Hundred Dollars (\$3500.00) with four foot setback from street line which is required on business lots.

The ground floor area of the main structure, exclusive of one-store open porches, and garages shall be not less than 750 square feet in the case of a one-story structure nor less than 600 square feet in the case of a one and one-half, two, or two and one-half story structure.

(i) An easement is reserved over the rear five feet of each lot for utility installation and maintenance, except in block 2.

(j) No swine, goats, cattle or horses shall be kept on any of said property. Poultry or rabbits shall not be kept for commercial purposes on any lot where the building restriction is more than Two Thousand Dollars (\$2000.00) and no poultry or rabbits shall be kept on any lot where the building restrictions is more than Three Thousand Dollars (\$3000.00).

(x) 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, 1965, 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.

(y) 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.

(z) Invalidity of any 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.

TACOMA IMPROVEMENT CO.

By Gardner I. G. President.

Attest A. M. Morris Secretary.

Gardner I. G.

Mabelle E. Swinn

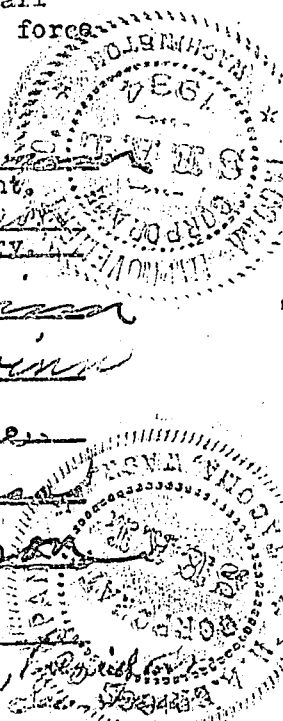
D. A. P.

Mrs. M. W. P.

Oliver Johnson

H. A. BRIGGS COMPANY

By H. A. Briggs
By Paul Briggs



-3-

<u>Louise Jackson</u>	✓	<u>Esther Andersen</u>
<u>A. C. Miller</u>	✓	<u>Mrs. Einar Andersen</u>
<u>Robt E. Munn</u>	✓	<u>Mr. Einar Andersen</u>
<u>Sarah E. Munn</u>	✓	<u>Mary Alice Morgan</u>
<u>Harold P. Larsen</u>	✓	<u>Eddie P. Morgan</u>
<u>Elmer D. Larsen</u>	✓	<u>R. S. Brown</u>
<u>William H. Bottcher</u>	✓	<u>Lige M. Brown</u>
<u>Mrs. M. H. Bottcher</u>	✓	<u>J. Andersen</u>
<u>Dorothy F. Bottcher</u>	✓	<u>Helen E. Henderson</u>
<u>Francis M. Burns</u>	✓	<u>E. F. Taylor</u>
<u>David W. Burns</u>	✓	<u>Edith C. Taylor</u>
<u>Don D. Wallman</u>	✓	<u>Beatrice Chisholm</u>
<u>Bert B. Mortimer</u>	✓	<u>F. W. Chisholm</u>
<u>Betty Ann Wallman</u>	✓	

STATE OF WASHINGTON, }

ss.

County of Pierce }

On this 14th day of

March

, 19 40 , personally appeared

H. A. Briggs

and

Ruth Briggs

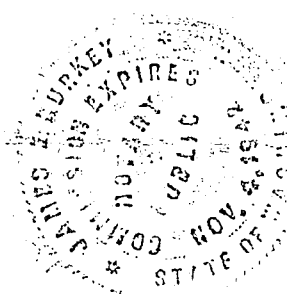
to me known to be the

President and

Treasurer
Secretary, respectively, of

the corporation that executed the foregoing instrument, and acknowledged 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.

In Witness Whereof I have hereunto set my hand and affixed my official seal the day and year first above written.



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

1258159

State of Washington)
 County of Pierce) ss

I, H. A. Briggs, a duly qualified Notary Public in and for said County and State do hereby certify that on this 12th day of March, 1940, personally appeared before me Gardner J. Gwinn President and A. M. Morrison Secretary of Tacoma Improvement Co., Inc. to me known to be president and secretary of the Tacoma Improvement Co., Inc. and Gardner J. Gwinn and Mabel E. Gwinn, husband and wife, D. W. Pierce and Marjorie Pierce, husband and wife, C. W. Johnson; W. D. Lyness and Neva E. Lyness, husband and wife; C. P. Jackson and Nettie L. Jackson, husband and wife; John E. Wallan and Maxine K. Wallan, husband and wife; Louise Jackson; L. C. Kreidler; Robert E. Munn and Sarah S. Munn, husband and wife; Harold P. Larsen and Elvina D. Larsen, husband and wife; William H. Bottcher and Dorothea F. Bottcher, husband and wife; Frances M. Burns and David W. Burns, wife and husband; Don D. Wellman and Betty Ann Wellman, husband and wife; Bert R. Mortimer; Einar Andersen and Esther Andersen, husband and wife; Eddie R. Morgan and Mary Alice Morgan, husband and wife; R. G. Brown and Lois M. Brown, husband and wife; T. C. Gundersen and Helen E. Gundersen, husband and wife; E. F. Taylor and Edith C. Taylor, husband and wife; F. W. Chisholm and Beatrice Chisholm, husband and wife, to me known to be the individuals described in who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the said corporation and individuals for the uses and purposes therein mentioned and on 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 caused my official seal to be affixed the day and year in this certificate first above written.



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

SOUNDVIEW ADDITION PIERCE COUNTY, WASHINGTON

SCALE 1 INCH = 150 FEET

SHEET 1 OF 2 SHEETS

This is to certify that the Tacoma Improvement Co., a corporation, Gardner J. Quinn and Mabel E. Quinn, man and wife, Robert Glenn Brown and Lois Marie Brown, man and wife, Peter C. Jackson and Nellie L. Jackson, man and wife, Louise Jackson, single, Lyell Chandler Kreidler, single, Einar Andersen and Esther Marie Andersen, man and wife, William H. Botcher and Dorothy F. Botcher, man and wife, Clarence Walter Johnson, single, Doris D. Wellman, single, and David W. Burns and Frances M. Burns, man and wife, owners of the following described property;

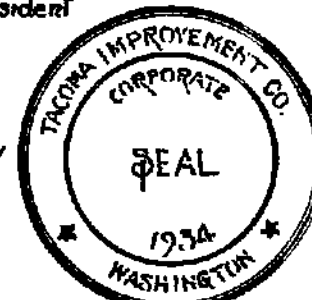
Beginning at the quarter corner on the North side of Section 16, Township 20 North, Range 2 East, W.M., thence on the North line of said Section 16, South 89°44' West 1300.49 feet, to the Easterly line of the right of way of the Northern Pacific Railway Company, thence on said line being a curve to the right having a radius of 3471.56 feet, and tangent to a course South 5°10'07" West a distance of 2547.77 feet to a line parallel with and 500 feet East of the West line of said Section 16 extended, thence on said parallel line South 0°11' East 1599.95 feet to the North line of the South West quarter of the South West quarter of said Section 16, thence on said North line of subdivision North 89°56'50" West 500 feet to the Northwest corner of said subdivision, thence on the West line of said subdivision South 0°01' East 1328.15 feet to the Southwest corner of said subdivision, thence on the South line of said subdivision South 89°46'20" East 58.20 feet, thence Northwesterly on the center line of the Shelacoom-Weston Co. Road, being a 6° curve to the right, having a radius of 955 feet, and tangent to a course North 13°47' East for a distance of 220.35 feet, thence North 27° East 1038.56 feet, thence on a curve to the right having a radius of 1432.5 feet, for a distance of 563.75 feet, thence North 49°33' East 373.59 feet, thence leaving said center line of road and running North 21°31' East 1742.32 feet, thence South 29°06' East 404.11 feet, thence on a curve to the left having a radius of 600 feet for a distance of 118.86 feet, thence South 40°27' East 305.58 feet to said Center Line of Shelacoom-Weston County Road, thence on said center line North 49°33' East 690 feet, thence leaving said center line of road, North 40°27' West 330 feet, thence North 49°33' East 4.0 feet, thence North 40°27' West 278.66 feet, thence on a curve to the right

having a radius of 600 feet, for a distance of 361.63 feet, thence North 5°55' West 166.85 feet, thence North 84°05' East 490 feet, thence North 5°55' West 1102.72 feet to the North line of said Section 16, thence on said North line South 89°50' West 114.69 feet to the place of beginning. Excepting from above described tract the portion of the right of way of the Shelacoom-Weston County Road included therein also the right of way of the Sunset Beach Road, the Third Street Extension, Tacoma and Madrona Streets and such other parts of streets included without charge from the dedication made this 20th day of February 1939, and the above named owners of said described tract have caused the same to be plotted and do record the same under the title "SOUNDVIEW ADDITION, PIERCE COUNTY, WASHINGTON." And do hereby donate and dedicate to the use of the Public forever the Roads, Places, Drive, Avenue Way, Boulevards and Alley shown hereon and for themselves their successors and grantees waive all claims for damages to the property included in the plat by reason of any cuts or fills made in the original grading of such Roads, Places, Drive, Avenue Way, Boulevards and Alley. And do further certify that they are the sole owners of the land above described and that the whole tract is free from all encumbrances including taxes.

In witness whereof, the said owners have hereunto set their hands, and said Corporation has caused these presents to be signed by its President and attested by its Secretary and sealed with its corporate seal this 20th day of February 1939.

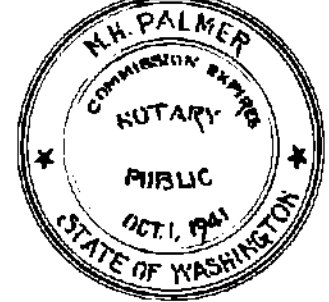
TACOMA IMPROVEMENT CO.,
By *Gardner J. Quinn* President
Attest *M. Morrison* Secretary

Gardner J. Quinn
Mabel E. Quinn
Robert Glenn Brown
Lois Marie Brown
Peter C. Jackson
Nellie L. Jackson
Louise Jackson
Lyell Chandler Kreidler
Einar Andersen
Esther Marie Andersen
William H. Botcher
Dorothy F. Botcher
Clarence Walter Johnson
Doris D. Wellman
David W. Burns
Frances M. Burns



STATE OF WASHINGTON
COUNTY OF PIERCE
I, M.H. PALMER, a duly qualified Notary Public in and for said County and State do hereby certify that on this 20th day of February 1939, personally appeared before me Gardner J. Quinn, President and M. Morrison, Secretary of the Tacoma Improvement Co., to me known to be president and Secretary of the Tacoma Improvement Co., and Gardner J. Quinn, and Mabel E. Quinn, man and wife, Robert Glenn Brown and Lois Marie Brown, man and wife, Peter C. Jackson and Nellie L. Jackson, man and wife, Louise Jackson, single, Lyell Chandler Kreidler, single, Einar Andersen and Esther Marie Andersen, man and wife, William H. Botcher and Dorothy F. Botcher, man and wife, Clarence Walter Johnson, single, Doris D. Wellman, single, and David W. Burns and Frances M. Burns, man and wife, to me known to be the individuals described, in who executed the within and foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of the said corporation and individuals for the uses and purposes therein mentioned and on 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 caused my official seal to be affixed the day and year in this certificate first above written.



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

I hereby certify that all State and County taxes hereto before levied upon the property described within according to the books and records of my office have been fully paid and discharged. Tacoma, Wash. Mar 26th 1939.
Paul Newman
Treasurer of Pierce County, Wash.
Deputy



We hereby certify that all distances, courses and angles shown on the accompanying plat of SOUNDVIEW ADDITION, PIERCE COUNTY, WASHINGTON are correct and that stone monuments are placed at points indicated by small circles.



L.A. NICHOLSON & SONS
by *L.A. Nicholson*
Registered Professional Engineers and
Land Surveyors, No. 602.

ORDINANCE 86-173
VARYING PORTION RIDGE RD. - AF 8705040309

RESTRICTIONS

No home or garage shall be built nearer the street than the line designated "Building Line" on plat excepting where elevation of lot permits garage to be built in embankment, and at least three feet of same to be below lot grade in which case garage may be within four feet of street line. No building shall be nearer than three feet to side line of lot. Not more than one home designed for the use of one family shall be built on any lot having a frontage of less than 100 feet on the street. On lots having more than 100 feet frontage not more than two single family homes shall be built. No lot or portion thereof shall be used for trade, manufacture or business except Lots 1 to 9 incl. in Block 8 and Lots 1 to 13 incl. in Block 9 which may be used business. All other lots shall be residential purposes by white persons only not excluding bona fide servants of any race. No swine, goats or cattle, shall be kept on said property, and chickens shall not be kept for commercial purposes on any lot in Blocks 1, 2, 3, 4 and 5, Lots 1 to 16 Block 6, Lots 1 to 17 Block 7, Lots 20 to 30 Block 8, Lots 15 to 60 Block 9.

The homes to be erected on said lots shall have a cost of not less than \$3500 on all lots in Block 2, Lots 33 to 50 incl. in Block 3, Lots 24 to 47 incl. in Block 9; cost of not less than \$3000 on all lots in Blocks 1, 3, Lots 1 to 15 incl. Block 4, Lots 1 to 27 incl. Block 5, Lots 28 to 32 incl. and Lots 31 to 30 incl. Block 6, Lots 17 to 23 incl. Block 9; cost of not less than \$2500 on Lots 16 to 32 Block 4, Lots 28 to 48 incl. Block 5, Lots 48 to 60 incl. Block 7; cost of not less than \$2000, Lots 1 to 19 Block 6, Lots 1 to 17 incl. Block 7, Lots 22 to 27 incl. Block 8; cost of not less than \$1500, Lots 20 to 28 incl. Block 6, Lots 18 to 27 Block 7, Lots 10 to 21 and 31 to 30 incl. Block 8, Lots 8 to 16 incl. Block 9, Lots 1 to 10 incl. Block 10.

Said restrictions shall be considered as running with the land and shall be binding on all purchasers, their heirs, executors, administrators and assigns.

SEE ADJUTANT'S FILE:
BOUNDARY LINE ADJUSTMENT - AF 8538220134
BOUNDARY LINE REVISION - AF 8706160270
BOUNDARY LINE REVISION - AF 8706090237
B.L. REVISION - AF 8907250220
LOT COMRS. AF 9107250261

ROAD FORCE. - AF 8912140365
COVENANTS (LOT 809 pt 5) AF 8910200149
COVENANTS (EMT) AF 8908020543

SUNSET BEACH

UNPLATTED

UNPLATTED

UNPLATTED

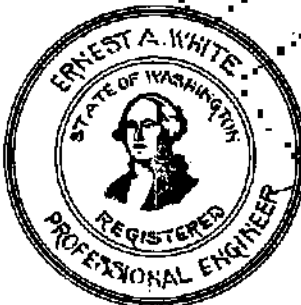
UNPLATTED

NDVIEK ADDITION
PIERCE COUNTY, WASHINGTON
CONTINUED

SHEET 2 OF 2 SHEETS

Approved this 3rd day of April 1939.

Ernest A. White
County Engineer.



Approved this 3rd day of April 1939.

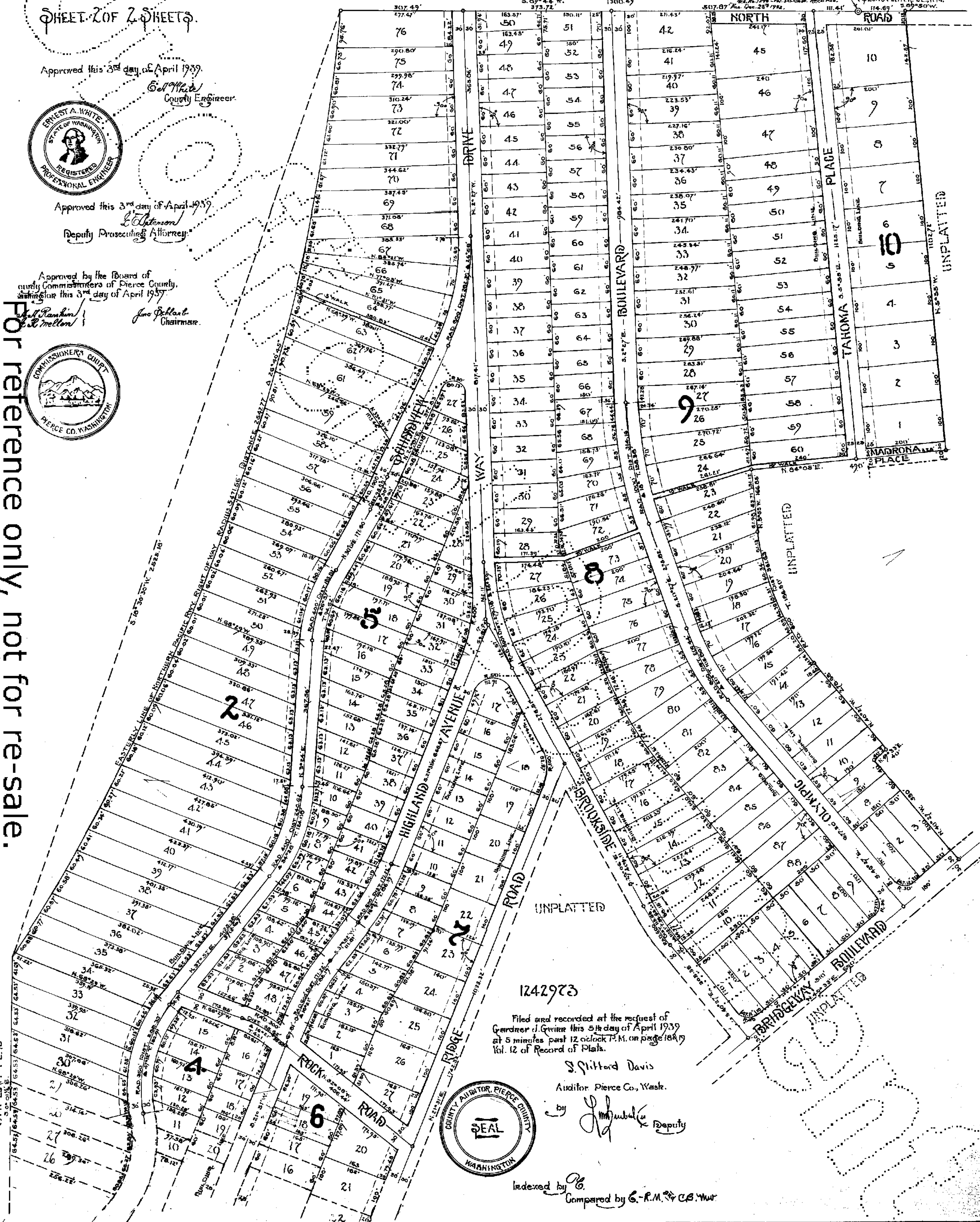
Deputy Prosecuting Attorney

Approved by the Board of
County Commissioners of Pierce County,
Washington this 3rd day of April 1939.

James P. Clark
Chairman.



For reference only, not for re-sale.



1242973

Filed and recorded at the request of
Gardner J. Green this 5th day of April 1939
at 5 minutes past 12 o'clock P.M. on page 184 of
Vol. 12 of Record of Plats.

S. Pittford Davis
Auditor, Pierce Co., Wash.

J. M. L. Deputy

Indexed by
Compared by G. R. M. & C. B. M.