

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:

(1) 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.

(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 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.

(3) 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 on 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

Blocks 1 to 9 inclusive, Tacoma Olympic View Addition

Lots 1 to 28 inclusive, Olympic Highlands

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals this 20th day of May, 1946.



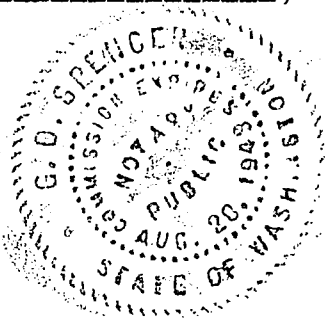
JOHN S. BAKER INVESTMENT COMPANY

By John S. Baker President

By W. P. Sablin Secretary

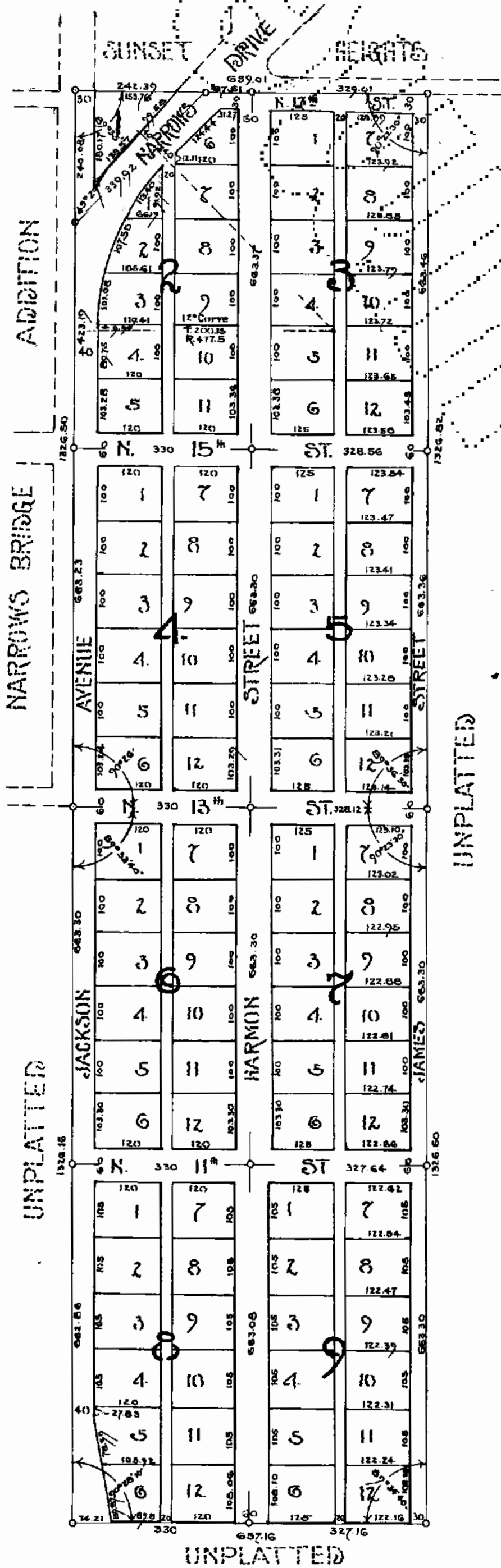
Subscribed and sworn to before me this 20th day of May

\_\_\_\_\_, 1946.



G. O. Spencer  
Notary Public in and for the State  
of Washington, residing at Tacoma.

# TACOMA OLYMPIC VIEW ADDITION



This is to certify that the undersigned, CITY OF TACOMA, a municipal corporation, sole owner of the West half of the Southeast quarter of Section 34, Township 21 North, Range 2 East, Willamette Meridian, Pierce County, Washington, has caused the same to be surveyed and plotted as shown hereon, to be hereafter known as TACOMA OLYMPIC VIEW ADDITION and it does hereby donate and dedicate to the use of the public forever the streets, avenues, alleys and roads shown hereon, and if for itself, its successors and assigns waive all claims for damages to the property included in the plat by reason of any cuts or fills made in the streets, alleys and roads therein in the original grading of the streets, and it further certifies and swears that the CITY OF TACOMA is the sole owner of the land above described and the land covered by the streets, avenues, alleys and roads shown is free from all incumbrances, including taxes.

IN WITNESS WHEREOF the undersigned CITY OF TACOMA, a municipal corporation, has caused this certificate to be executed by its proper officers on this 15th day of September 1941.

City of Tacoma  
 Counter signed by *Harry P. Cain* Mayor  
 Attest *Genevieve Martin* City Clerk  
 Approved as to Form *Howard Reporthol* Corporation Counsel  
 Approved September 18, 1941

Hereby certify that I have surveyed the within described land, that this map is correct and that all monuments have been placed at points indicated by circles (o) as shown on the plat.  
 Approved September 15, 1941  
*W.D. Forsbeck* City Engineer  
*W.D. Forsbeck* Registered Professional Engineer  
 Tacoma, Washington

Approved by the City Council of the City of Tacoma, Washington, this 22 day of Sept., 1941.  
*Harry P. Cain* President of City Council  
 Attest *Genevieve Martin* City Clerk  
 Approved Sept. 22, 1941 *Harry P. Cain* Mayor

Indexed by *R.*  
 Compared by *S. J.* and *C. R.*

STATE OF WASHINGTON } ss.  
 COUNTY OF PIERCE }

THIS IS TO CERTIFY, That on this 15th day of September 1941, before me personally appeared *Harry P. Cain*, T. H. Swayze and Genevieve Martin to me known to be the Mayor, Controller and City Clerk of the CITY OF TACOMA, the municipal corporation that executed the within instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the purposes therein mentioned, and on oath stated that they were duly authorized to execute 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.



*A. M. Angove*  
 Notary Public in and for the State of Washington, residing at Tacoma.

Approved by the planning commission.  
 September 18, 1941

*W. D. Forsbeck* President  
*W. D. Forsbeck* Secretary

Tacoma, Washington 28th Oct 1941

Hereby certify that there are no unpaid State or County taxes on the property described within.



*Paul Newman*  
 Treasurer Pierce County, Washington.  
 By *W. D. Forsbeck* Deputy



1289040  
 Filed and recorded at the request of City of Tacoma this 28 day of October 1941, at 6 minutes past 11 o'clock A.M. on page 46 volume 12 of record of plats.  
*S. Clifford Davis*  
 Auditor of Pierce County, Washington.  
 By *W. D. Forsbeck* Deputy

SCALE 1 INCH = 200 FT.

For reference only, not for re-sale