

VAN'S ADDITION

TACOMA WASHINGTON

SHEET 1 OF 2 SHEETS

SCALE 1"=100'

Know all men by these presents, that Corliss Investment Co., A Washington Corporation, having its principal place of business at Tacoma, Washington, is the owner and Securities Mortgage, Inc., A Washington corporation, having its principal place of business at Seattle, Washington, is the mortgagee of certain lands in Pierce County hereinafter described, and said corporations are for the purposes of this instrument collectively designated as owners of all that portion of west half of northeast quarter of section 3, township 20 north, range 2 east Willamette Meridian described as follows:

Beginning at intersection of west line of MacArthur Street with prolonged north line of south 10th street in the Highlands Second Addition, Tacoma, Washington, according to the plat thereof filed and recorded in the office of the Auditor of Pierce County, Washington, October 1st, 1942, and recorded on page 54, volume 12 of record of plats, thence running north on said west line of MacArthur Street 1139.81 feet to a point 149.90 feet south of south line of 6th avenue as established by the City of Tacoma, thence west parallel to south line of 6th avenue 127.14 feet, thence south parallel to said west line of MacArthur Street 1139.61 feet to north line of south 10th street in the Highlands Second Addition, Tacoma, Washington, according to the plat thereof filed and recorded in the office of the Auditor of Pierce County, Washington December 29, 1942, and recorded on page 55, volume 12 of record of plats, thence east on said line 127.00 feet to beginning and containing 3.32 acres more or less, have caused the same to be surveyed and platted as shown hereon, such plat or sub-division to be hereafter known as Van's Addition, Tacoma, Washington, and that the said owners hereby donate and dedicate to the use of public forever the streets, roads, utility easements, avenues and other public places 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 claims for damages to the property included in the plat by reason of any cuts or fills in the streets, roads, utility easements and avenues shown thereon in the original grading thereof, and do further certify that said lands are free from all incumbrances including all taxes and assessments which have heretofore been levied and become chargeable against said property.

In witness whereof, Corliss Investment Co. and Securities Mortgage Inc. has each caused its corporate name to be hereunto subscribed by its president and secretary pursuant to a resolution of its board of trustees duly passed and entered on its records and each has caused its corporate seal to be here unto affixed this 14th day of June 1948.

Securities Mortgage
Inc., Corporate Seal,
Washington, 1938

Corliss Investment Co.
By C.F. Davidson
Its President
Attest Helen Dahl
Its Secretary

Corliss Investment
Co. Corporate Seal
Washington

Securities Mortgage Inc.
By C.W. Kief
Its Vice President
Attest H.G. Turner
Its Secretary

STATE OF WASHINGTON }
COUNTY OF PIERCE } SS

On this 14th day of June, 1948 personally appeared before me C.F. Davidson and Helen Dahl, to me known to be the president and secretary respectively of Corliss Investment Co., a corporation organized and existing under the laws of the State of Washington and having its principal place of business at Tacoma, Washington, the corporation that executed the within and foregoing instrument and such persons and such officers of said corporation acknowledge 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 were 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 in this certificate first above written.

Charles P. Burkey
Notary Public in and for the State of
Washington residing at Tacoma, Washington.
STATE OF WASHINGTON }
COUNTY OF KING } SS
Charles P. Burkey, Notary
Public, State of Washington
Commission Expires March 8,
1951

On this 13th day of July, 1948 personally appeared before me C.W. Kief and H.E. Turner, to me known to be the vice president and secretary respectively of Securities Mortgage, Inc., a corporation organized and existing under the laws of the State of Washington and having its principal place of business at Seattle, Washington, the corporation that executed the within and foregoing instrument and such persons and such officers of said corporation acknowledge 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 were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

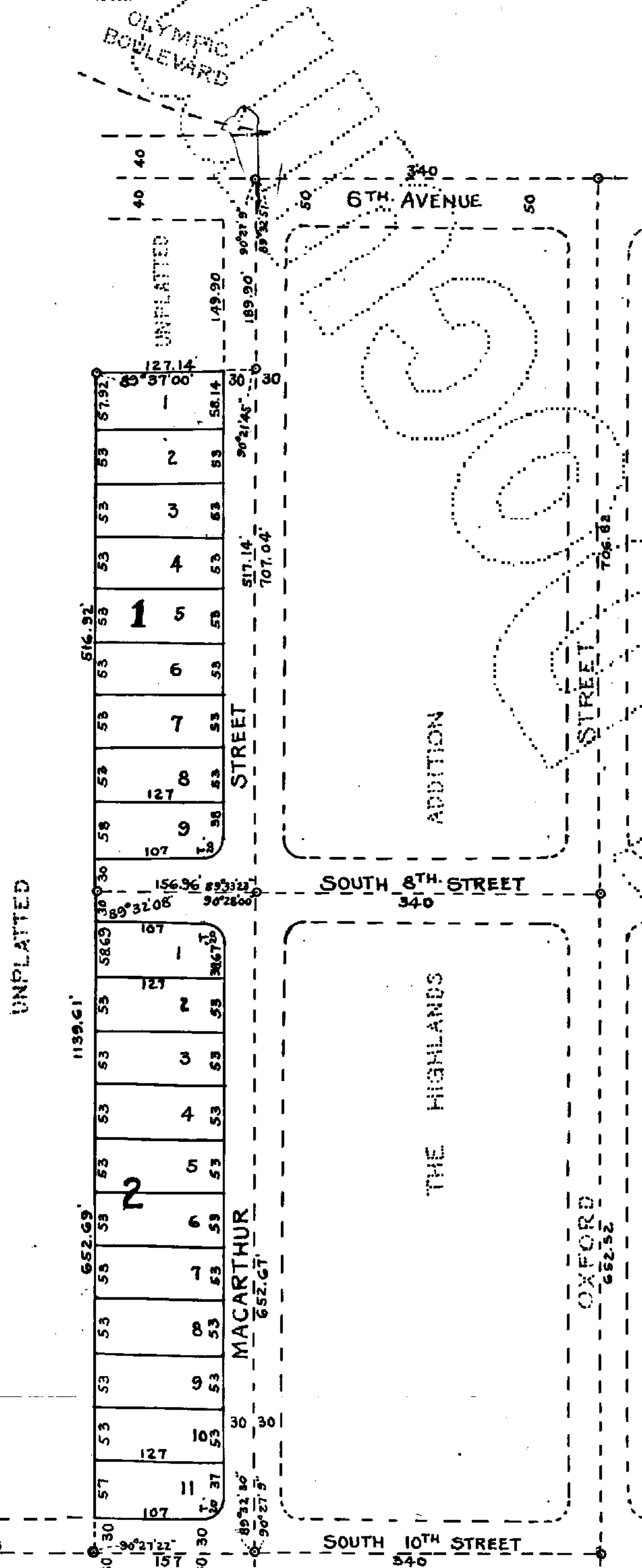
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

A.E. Slack, Notary Public, State
of Washington, Commission Expires
Sept. 6, 1950
A.E. Slack
Notary Public in and for the State of
Washington residing at Seattle, Washington.

I hereby certify that I have surveyed the within described land, that concrete monuments have been set at points indicated by circles (o) and that this map is correct.

Tacoma, Wash., May 24, 1948
D.H. White, Professional
Engineer, Registered
State of Washington
License No. 219
Renewal E 1940

D.H. White
Registered Professional
Engineer



DECLARATION OF RESERVATION AND PROTECTIVE RESTRICTIONS

Whereas, Corliss Investment Company a Washington Corporation is the owner and Securities Mortgage, Inc., a Washington Corporation is the mortgagee of certain lands in Pierce County, described and said corporations are for the purposes of this instrument collectively designated as owner.

Hereinafter

In the County of Pierce, State of Washington

Beginning at intersection of west line of McArthur Street with prolonged north line of south 10th street in the Highlands Second Addition, Tacoma, Washington, according to the plat thereof filed and recorded in the office of the Auditor of Pierce County, Washington, October 1st, 1942, and recorded on page 54, volume 12 of record of plats, thence running north on said west line of McArthur Street 1139.81 feet to a point 149.90 feet south of south line of 6th avenue as established by the City of Tacoma, thence west parallel to south line of 6th avenue 127.14 feet, thence south parallel to said west line of McArthur Street 1139.61 feet, to north line of south 10th street in the Highlands Second Addition, Tacoma, Washington according to the plat thereof filed and recorded in the office of the Auditor of Pierce County, Washington, December 29, 1942, and recorded on page 55, volume 12 of record of plats, thence east on said line 127.00 feet to beginning and containing 3.32 acres more or less.

Whereas, the said owner is about to file for record in the office of the Auditor of Pierce County, Washington, a plat of said lands, which plat will be designated and known as the plat of "Van's Addition, Tacoma, Washington."

Whereas, following the filing of said plat the said owner will make sales of the real property embraced in said plat and the said owner desires that all sales of such real property shall be made subject to certain basic restrictions, conditions, covenants, charges and reservations as herein set forth to the end that harmonious and attractive development of the property may be accomplished that all buildings constructed thereon shall be desirable and attractive in location and design, and that the health, comfort, safety, convenience and general welfare of all persons who may hereafter become the owners and occupants of the real property embraced in said plat may be promoted and safeguarded:

Now, therefore, know all men by these presents:

That the said owner hereby certifies and declares that the owner has established and does hereby establish a general plan for the development, improvement, maintenance and protection of the real property embraced in said plat and has established and does hereby establish the protective restrictions, conditions, covenants, charges and reservations upon and subject to which to all lots, tracts, and parcels of land in said plat shall be held and/or sold by such owner, and said restrictions and covenants are for the benefit of the real property embraced in said plat and all persons who may become the owners of said lots, tracts and parcels of land in said plat shall be entitled to the benefits and obligations thereof and shall pass with each and every lot, tract and parcel of land in said plat and shall apply to and bind the respective successors in interest of every owner of land in said plat and which restrictions are and each thereof is imposed upon the real property embraced in said plat as a servitude in favor of the real property embraced in said plat and each and every lot, tract and parcel of land in said plat as the dominant tenement, or tenements as follows, to-wit:

Section 1. All lots shall be known and described as residential lots.

Section 2. No structure shall be erected, altered, placed or permitted to remain on any of the residential plots described in section 1 hereof other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two automobiles, provided only that construction and design will be in keeping with the residences on the plot.

Section 3. In any event no building shall be located on any residential building plot nearer than 20 feet to the front lot line, nor nearer than 15 feet to any side street line. No building except a detached garage or other out building located 80 feet or more from the front lot line, shall be located nearer than 5 feet to any side line.

Section 4. No residential structure shall be erected or placed on any building plot has an area of less than 6,200 square feet or a width of less than 50 feet at the front building set back line.

Section 5. No dwelling costing less than \$3,500.00 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 650 square feet in the case of a one-story structure, nor less than 600 square feet in the case of a one-half, two or two and one-half story structure.

Section 6. The work of construction of all buildings, dwellings or structures erected or placed on any lot in this subdivision shall be prosecuted diligently and continuously from commencement of construction and shall be completed as to external appearance, including finished painting within six months from date of commencement of construction and shall within said period be connected to a public sewer.

Section 7. No trailer, basement, tent, shack, garage, barn or other out building 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.

Section 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.

Section 9. No lot, tract, or parcel of land in said plat shall be used or occupied in whole or in part by any person not of the white or Caucasian race, except that domestic servants, chauffeurs or gardeners who are members of a race other than the white or Caucasian race may live in or occupy the premises where their employer resides.

Section 10. All existing zoning and subdivision regulations of the City of Tacoma are hereby made a part of this declaration of reservations and protective restrictions as though full set forth at length herein, and in the event said existing zoning and subdivision regulations or those enacted in the future are more restrictive than these requirements, then the owner or resident upon all of the lots, tracts, and parcels of land embraced in said plat shall fully comply with the then existing zoning and subdivision regulations as applied by the local municipal state or county authority.

Section 11. Each, every and all of the restrictions of this instrument shall continue and remain in full force and effect until January 1, 1983 at which time said covenants shall automatically extended for successive periods of ten years, unless by written document signed by a majority of the then owners of the lots and duly filed with the Auditor of Pierce County, Washington, it is agreed to terminate or change these covenants and restrictions in whole or in part.

Section 12. If the parties hereto or any of them or their heirs or assigns, or the owner or person in possession of any of the lots, tracts, and parcels of land embraced within said plat 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 proceeding 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, or such violation or the breach of any of the covenants hereof may be enjoined, abated or remedied by appropriate proceedings instituted in the Superior Court of the State of Washington for Pierce County, Washington.

Section 13. Invalidation 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.

Section 14. This instrument and each and all of the provisions thereof shall not be or become effective unless and until the said plat is filed for record in the office of the Auditor of Pierce County, Washington.

In witness whereof, the said Corliss Investment Company and Securities Mortgage, Inc. has caused this instrument to be executed in its corporate name by its president and attested by its secretary and sealed with its corporate seal at Tacoma, Washington, this _____ day of _____, 1948.

And Securities Mortgage, Inc. has caused this instrument to be executed in its corporate name by its president and attested by its secretary and sealed with its corporate seal at Seattle, Washington this _____ day of _____, 1948.

CORLISS INVESTMENT COMPANY
By C.A. Davidson
President

By Helen Dahl
Secretary

SECURITIES MORTGAGE INC.

By C.W. Kief
Vice-President

By H.C. Turner
Secretary

I hereby certify that I have surveyed the within described land, that stone monuments have been set at points indicated by circles (o) and that this map is correct.

Tacoma, Wash., May 24, 1948

License No. 219
Renewal E 1940

Registered Professional Engineer

Approved July 26, 1948

Approved Aug. 2, 1948

D.E. Morris
City Engineer

J.S. Roberts
Commissioner of Public Works

Approved by the City Council of the City of Tacoma, Washington, this 4th day of August, 1948.

C.V. Fawcett
President of City Council

Attest: Josephine Melton City Clerk Aug. 4, 1948

Approved: Aug. 4, 1948

C.V. Fawcett

C.V. Fawcett Mayor

President

Secretary

Approved by the Planning Commission, July 14th, 1948

R.A. Mueller President

Roy E. Greene Secretary
Pro. Tem

Tacoma, Washington, Aug. 18th, 1948

I hereby certify that there are no unpaid State or County Taxes on the property described within.

"Treasurer, Pierce County, Washington" L.H. Johnson
"Official Seal" By _____, Deputy

Filed and recorded at the request of C.F. Davidson this 19th day of Aug., 1948, at _____ Minutes past 10 O'clock A.M., on page 59 & 60 volume 14, of records of plats.

J.E. Ford Pierce Co. Auditor
Auditor of Pierce County, Washington

By Clare Radak Deputy

"County Auditor, Pierce County, Washington"
SEAL

Securities Mortgage Inc.
Washington
Corporate
Seal
1938

Seal of City of Tacoma
1884

For reference only, not for sale