

Narrowmoor Third Addition

Recorded August 8, 1947 by Eivind and Aslaug Anderson, Burton W. Lyon and Virginia K. Lyon Jr., and Francis E and Eloise M. Ash. D. H. White Registered Civil Engineer.

A – Except as otherwise therein specifically stated, no structure shall be erected, 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 private garage.

B – No barns, coops, shacks, tents, trailers, or Quonset type of construction shall be permitted within the subdivision. Nor shall any species of livestock, such as goats, cattle, swines, horses, poultry, or rabbits be kept or maintained for commercial purposes or otherwise. This is not intended to include household pets not calculated to become and not becoming a nuisance to owners of, or inhabitants of said subdivision.

C – No residential building shall be located nearer than 30 feet to the city street line at Fairview Drive, Fernside Drive, and Ventura Drive, nor nearer than 20 feet to street line at Aurora Avenue or Karl Johan Avenue. Building setback line on Suspension Drive and on Sunray Drive shall be not less than 15 feet. Any other building set back not covered herein shall be as provided by city ordinance. Whenever necessitated by natural contours of grade conditions of the site, a private garage may be located within 10 feet of the street line. A garage so located shall be on masonry, exterior construction and finish in light colored stucco unless constructed from standard clay brick.

D – No tall growing trees, such as Southern Poplar, Maple, or any other similar species that would obstruct the panoramic view of the sound shall be planted or permitted to grow west of Fairview Drive. Nor shall any commercial billboard be so located.

E – All construction in blocks No's 2, 3, 4, 8, 9, 10, and 14 shall be limited to one residential dwelling and a private family garage upon each lot. Together with such lot fencing and other garden novelties as the owner thereof may elect, not in conflict with specific restrictions herein.

For the purpose of further community interest and protection, no dwelling structure having less than 1200 square feet of ground floor space, exclusive of open porches and garage, shall be erected or placed on the following residential lots:

- Lots 1, 2, 3, and 4 of Block 2;
- Any lot of Block 3;
- Lots 5, 6, and 7 of Block 9;
- Lots 1 and 8 of Block 10;
- Lots 1 and 2 of Block 15.

No dwelling structure having less than 1280 square feet of ground floor space, exclusive of open porches and garage, shall be erected or placed on:

- Any lot of Block 4;
- Lots 1, 2, 3, and 4 of Block 9;
- Lots 1 and 2 of Block 14.

No dwelling structure having less than 1150 square feet of ground floor space, exclusive of open porches and garage, shall be erected or placed on:

Any lot of Block 1;
Lots 5, 6, and 7 of Block 2;
Any lot of Block 7.

No dwelling structure having less than 980 square feet of ground floor space, exclusive of open porches and garage, shall be erected or placed on:

Lots 2, 3, 4, 5, 6, and 7 of Block 10;
Lot 3 of Block 14.

No dwelling structure having less than 1100 square feet of ground floor space shall be erected or placed on any of the remaining lots in the subdivision. The minimum representation cost of residential dwellings as herein referred to shall be estimated on basis of construction cost of similar structure in the year of 1940 as follows:

1280 Square feet zone - \$6,500
1200 Square feet zone - \$6,000
1150 Square feet zone - \$5,700
1100 Square feet zone - \$5,200
980 Square feet zone - \$4,800

Any residential dwelling erected in the subdivision shall be completed within 6 months from the date of commencement and maintained in good repair at all times thereafter, including roofs and exterior painting. Where public sewers are not available sanitary disposal shall be made by septic tank and field tile disposal system in accordance with the regulations of the city department of public health. The zoning restrictions and regulations of this paragraph are not intended to preclude, subject to the approval of city authorities from Blocks 1, 5, 6, 7, 11, 12, and 15 such structures of semi-residential design known as duplexes, apartments and apartment courts, or such other structures commonly adopted to community centers, provided, however, that no such construction shall be placed or permitted to be placed by any owner of tracts or lots in the herein referred to blocks of land unless complete blue prints and specifications showing and describing in detail such proposed construction to be placed thereon, shall have been submitted to and approved by Eivind Anderson (one of the promoters of this subdivision) his heirs or assigns. Any other public regulation or control thereof notwithstanding.

F – [Stricken]

G - 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.

H – The covenants hereinabove set forth shall in no way supersede or modify any of the covenants regulating the use of Block 13 contained in that certain warranty deed to Burton W. Lyon, Jr. and Francis E. Ash, dated May 17, 1947 and now of record in the office of the auditor of Pierce County, Washington. (See next page.)

- The End -

Covenants, Conditions, and Restrictions Contained in Instrument

Dated: May 17, 1947
Recorded: May 21, 1947

Auditor's file No. 1450063
Executed by: Eivind Anderson and
Aslaug Anderson

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The grantors as owners of the property adjoining and adjacent to the above described premises on the North and West sides thereof, hereby consent to the dedication and development at the Grantee's option of the said premises as a community business center wherein such business occupations, professional, domestic, and recreational facilities, services, and activities, such as grocery stores, dry-goods stores, furniture stores, hardware stores, retail pain stores, specialty shops, greenhouses, drug stores, soda fountains, confectioneries, meat markets, cold storage lockers, barber shops, beauty shops, cafes, motion picture theater, photo studios, medical and dental clinics, clothes shops, shoe stores, bakeries, dry cleaning shops, variety stores, electric appliance and radio shops, bowling alleys, catering services, and any other business occupations or services not usually deemed dangerous, noisy, unwholesome, noxious, or offensive to a first class residential neighborhood, may be conducted, and the Grantors, for themselves, their heirs, successors, executors, and assigns, covenant that their said consent to the development of the above described premises as a community business center shall be binding on all the successors of the rights, title, and interests of the Grantors in the said adjoining and adjacent property within a radius of 1000 feet of the above described property.

Francis E. Ash and Burton W. Lyon, Jr., the Grantees, for themselves, their heirs, successors, and assigns, agree and covenant that they will not use or permit the use of said premises for any business occupation usually deemed dangerous, noisy, unwholesome, noxious, and offensive to a first class residential neighborhood.

Francis E. Ash and Burton W. Lyon, Jr., the Grantees, for themselves, their heirs, successors, and assigns, further agree and covenant that they will submit all plans and proposals for improvements upon the above described premises to Eivind Anderson for his approval before undertaking any such improvements, it being mutually understood and agreed by all parties hereto that this provision is for the protection of Eivind Anderson and Aslaug Anderson, husband and wife, to assure them that any improvements made by Burton W. Lyon, Jr. and Francis E. Ash, the Grantees, their heirs or successors, upon the above described premises will be of a permanent, attractive and modern and satisfactory design and construction, and in strict tenure and harmony with the neighborhood developments, it being further understood that the power to approve and disapprove the said building improvements is entirely personal to the said Eivind Anderson, and does not confer any such powers upon his Grantees or assigns, and that the power of approval or disapproval will be reasonable exercised by the said Eivind Anderson for the purposes herein enumerated, and not otherwise.

It is further agreed, between the Grantors and the Grantees that nothing herein contained shall prevent the Grantees, their heirs, successors, and assign from developing any part of the above described premises for residential dwellings, and provided such dwellings shall be of suitable and modern design and construction, and shall not cost less than \$10,000, and contain less than 1250 square feet of floor space, exclusive of garages and porches.

- The End -