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Franklin Park Addition Declaration of Protective Covenants for Block 2, All Lots

Spokane County (Wash.). Auditor's Office

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 CONTACT THE SPOKANE COUNTY AUDITOR'S OFFICE.

700612A

Declaration of Protective
Covenants

Filed May 28, 1946 3:42 PM

Req. C F Griggs

Joe A Stewart, Aud

E Armstrong, Dep

Rec B Martin

DECLARATION OF PROTECTIVE COVENANTS

C Arthur Johnson and Margaret M Johnson, husband and wife, owners of all the lots in Franklin Park Addition to the City of Spokane, in the County of Spokane and State of Washington, declare the following protective covenants and conditions for the use and benefit of all that property and of each and every purchaser thereof. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1967, and automatically extended for successive ten year periods thereafter, unless by vote of a majority of the then owners of the lots it is agreed to change the covenants in whole or in part.

COMPARED

EDSON - *Eds*

If the parties hereto or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning any real property situated in the addition may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to restrain or prevent him or them from so doing, to recover damages or other dues for such violation, or both.

Should any one or more of these covenants be invalidated by judgement or court order, the other provisions not affected thereby shall nevertheless remain in full force and effect.

A. All lots in the addition shall be known and described as residential lots, except the lots in Block 2. No structure shall be erected, altered, placed or permitted to remain upon any portion of any lot, except the lots in said Block 2, other than one detached single family dwelling and a private garage and other buildings which may be incidental to residential use of said land.

B. No building shall be erected on any lot, except in said Block 2, nearer than 25 feet from the front lot line, nor nearer than 5 feet to any side street line. No building except a detached garage or other outbuildings may be located 100 feet or more from the front lot line nor nearer

than 5 feet to any side lot line, except in said Block 2. No residence or attached appurtenances shall be erected, the front line of which is further than 45 feet from the front lot line, except in said Block 2.

C. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6,000 square feet, or a width of less than 60 feet at the front building setback line.

D. None but new dwellings shall be permitted to be placed in this addition.

E. No noxious or offensive trade or activity shall be carried on upon any residential lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

F. No wooden or wire fence shall be erected or placed upon any residential lot in this addition, and no stone wall or hedge placed on any lot this this addition shall exceed 4 feet in height.

G. No dwelling costing less than \$4,000 shall be permitted on any lot of any block in this tract, except the lots of said Block 2.

H. The grantor reserves the interests, easements, rights and privileges on a strip 2 feet in width along the back lot lines of all lots for telephone and electric service.

I. No persons of any race other than the white race shall use or occupy any buildings upon these premises, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with owner or tenant.

In Testimony whereof, the above named owners have hereunto set their hands and seals this 28th day of May, 1946.

C Arthur Johnson
Margaret M Johnson

State of Washington)
County of Spokane)ss. I, the undersigned, a Notary Public in and for the State of Washington do hereby certify that on this 28th day of May, 1946, personally appeared before me C Arthur Johnson and Margaret M Johnson, to me known to be the identical persons described in and who executed the within instrument, and acknowledged to me that they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned.

Given under my hand and official seal the day and year in this certificate above written.

R H Zachow, Notary Public :
State of Washington :
Commission expires April 22, 1950:-----

R H Zachow, Notary Public
for the State of Washington
residing at Spokane, Washington

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