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Mount Pleasant Addition & First Glenwood Park Addition Declaration of Protective Restrictions

Spokane County (Wash.). Auditor's Office

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KNOW ALL MEN BY THESE PRESENTS, that Hillcrest Homes, Inc., the owner of Parcel "A" hereinafter described; Parkview Homes, Inc., the owner of Parcel "B" hereinafter described; Pineview Homes, Inc., the owner of Parcel "C" hereinafter described; R. Kline Hillman and Margretta M. Hillman, his wife, the owner of Parcel "D" hereinafter described; Western Mortgage Company, the Mortgagee of Parcels "A", "B" and "C", does hereby declare the following protective restrictions in connection with the following property, to-wit:

PARCEL "A" -- Lots 1 to 7, both inclusive, Block 13; Lots 18 to 24, both inclusive, Block 13; Mount Pleasant Addition to Spokane, in the City of Spokane.

PARCEL "B" -- Lots 1 to 24, both inclusive, Block 4; Lots 1 to 24, both inclusive, Block 5; Lots 1 to 24, both inclusive, Block 10; Lots 1 to 24, both inclusive, Block 11; Lots 1 to 7, both inclusive, and the East 5 feet of Lot 8, Block 18; ALL in First Glenwood Park Addition to Spokane, in the City of Spokane.

PARCEL "C" -- Lot 8, except the East 5 feet thereof, all of Lots 9 to 24, both inclusive, Block 18; Lots 1 to 24, both inclusive, Block 19; Lots 1 to 24, both inclusive, Block 24; Lots 1 to 24, both inclusive, Block 25; Lots 1 to 14, both inclusive and the West 10 feet of Lot 15, Block 32; Lots 1 to 24, both inclusive, Block 33; ALL in First Glenwood Park Addition to Spokane, in the City of Spokane.

PARCEL "D" -- Lots 8 to 17, both inclusive, Block 13; ALL in Mount Pleasant Addition to Spokane, in the City of Spokane.

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1972, at which time said covenants shall be automatically extended for successive periods of 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.

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 covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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.

(A) All Lots in Parcel "D" shall be reserved for either retail business use or residential use. If said lots are used for retail business, no trade, occupation or business shall be carried on upon said retail business Lots, or any part thereof, in violation of any law applicable thereto. If said Lots are used for retail business, the design of all buildings and structures for business purposes must be approved by the City Plan Commission of the City of Spokane as per agreement dated August 2, 1944 and filed for record in the County Auditor's Office of Spokane County, State of Washington. If used for residential use, the said Lots in Parcel "D" shall be deemed to be re-restricted in the same manner as all Lots in Parcels "A", "B", and "C". All Lots in Parcels "A", "B", and "C", shall be known as residential Lots and no structure shall be erected, altered, placed, or permitted to remain on any residence building plot other than one detached single family dwelling, for single family occupancy, not to exceed two and one-half stories in height and a private garage for not more than two cars.

(B) No building shall be erected on any lot until the design and location thereof have been approved in writing by a committee appointed by the subdivider, or elected by a majority of the owners of the lots in said subdivision. However, in the event such committee is not in existence or fails to approve or disapprove such design or location within 30 days, then such approval shall not be required, provided the design and location on the lot conform to and are in harmony with existing structures in the tract.

(C) No residential structure shall be erected or placed on any building plot which has an area of less than 6,000 square feet or a width of less than fifty (50) feet at the front building setback line.

(D) 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.

(E) 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.

(F) 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; not less than 550 square feet in the case of a one and one-half, two or two and one-half story structure.

(G) That any dwelling or structure erected or placed on any blocks or lots shall be completed as to exterior appearance including finished painting within six months from date of commencement of construction and shall be connected to cesspool, septic tank or public sewer.

(H) Until public sewers are available all sewage disposal shall be by means of a cesspool in accordance with the regulations of the State of Washington Department of Public Health and the Local Authority.

(I) No person 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.

(J) No fence, wall, hedge, or mass planting other than foundation planting shall be permitted to extend nearer to any street than the minimum setback line required by law, except that nothing shall prevent the erection of a necessary retaining wall, the top of such wall shall not extend more than 3 feet above the finish grade at the back of said retaining wall.

IN WITNESS WHEREOF the undersigned corporations have caused their officers, properly designated, to sign this document for and on behalf of said corporations and affix the corporate seals hereto this 3rd day of March, 1947.

OWNER OF PARCEL "A"

HILLCREST HOMES, INC.

Leo C. Higbee
President

Richard D. Stachel
Secretary-Treasurer

OWNER OF PARCEL "B"

PARKVIEW HOMES, INC.

Leo C. Higbee
President

R. Stachel
Secretary-Treasurer

OWNER OF PARCEL "C"

PINEVIEW HOMES, INC.

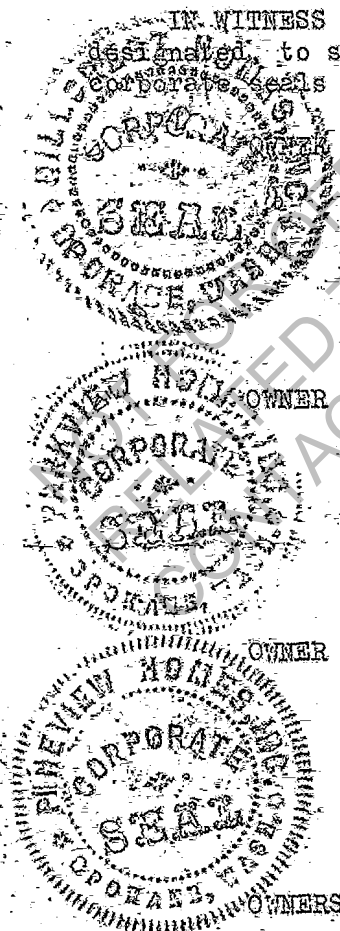
Leo C. Higbee
President

R. Stachel
Secretary-Treasurer

OWNERS OF PARCEL "D"

William Wallace

Maynetta M. Sullivan



Mortgagee of PARCELS "A," "B," and "C" " "
WESTERN MORTGAGE COMPANY
WASHINGTON CORPORATE SEAL, 1946

WESTERN MORTGAGE COMPANY

Signature of C. Bulf
Secretary
President

STATE OF WASHINGTON,)
) ss.
COUNTY OF SPOKANE)

On this 3rd day of March, A. D. 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Leo C. Higbee and Richard D. Staeheli, to me known to be the President and Secretary-Treasurer, respectively, of HILLCREST HOMES, INC., the corporation that executed the foregoing instrument, and acknowledged 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate

Notary Seal: Clifford E. Frey, State of Washington, Commission expires December 14, 1950

Signature of Clifford E. Frey
Notary Public in and for the State of Washington, residing at Spokane.

STATE OF WASHINGTON,)
) ss.
COUNTY OF SPOKANE)

On this 3rd day of March, A. D. 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Leo C. Higbee and D. E. Cockrell, to me known to be the President and Secretary-Treasurer, respectively, of PARKVIEW HOMES, INC., the corporation that executed the foregoing instrument, and acknowledged 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate

Notary Seal: Clifford E. Frey, State of Washington, Commission expires December 14, 1950

Signature of Clifford E. Frey
Notary Public in and for the State of Washington, residing at Spokane.

STATE OF WASHINGTON,)
) ss.
COUNTY OF SPOKANE)

On this 3rd day of March, A. D. 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared Leo C. Higbee and Doyle E. Cockrell, to me known to be the President and Secretary-Treasurer, respectively, of PINEVIEW HOMES, INC., the corporation that executed the foregoing instrument, and acknowledged 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate

Notary Seal: Clifford E. Frey, State of Washington, Commission expires December 14, 1950

Signature of Clifford E. Frey
Notary Public in and for the State of Washington, residing at Spokane.

STATE OF WASHINGTON,)
) ss.
COUNTY OF KING - . . .)

On this 8th day of March, A.D. 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. Kline Hillman and Margretta M. Hillman, his wife, to me known to be the individuals described in and who executed the foregoing instrument, and acknowledged to me that they signed and sealed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Ruth Trenholme

Ruth Trenholme
Notary Public in and for the State of Washington,
residing at Seattle.

Notary Public in and for the State of Washington
Commission expires Apr 25, 1950

STATE OF WASHINGTON,)
) ss.
COUNTY OF SPOKANE - . . .)

On this 3rd day of March, A. D. 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared R. Kline Hillman and Vincent G. Buck, to me known to be the President and Secretary, respectively, of WESTERN MORTGAGE COMPANY, the corporation that executed the foregoing instrument, and acknowledged 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 the said instrument and that the seal affixed is the corporate seal of said corporation.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.

Clifford E. Frey
Notary Public in and for the State of Washington,
Commission expires December 14, 1950

Clifford E. Frey
Notary Public in and for the State of Washington,
residing at Spokane.

STATE OF WASHINGTON,)
) ss.
COUNTY OF SPOKANE - . . .)

I, the undersigned, County Auditor in and for Spokane County, State of Washington, do hereby certify that the foregoing is a full, true and correct copy of Declaration of Protective Restrictions from Hillcrest Homes, Inc., et al., to the public as the same appears of record in the office of the County Auditor of the above named County and State.

Said Declaration was filed for record at _____ on March _____, 1947, at the request of Spokane Title Co., and is recorded in Book _____ of _____ on page _____ under Document No. _____.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal this _____ day of March, A. D. 1947.

County Auditor, Spokane County, State of Washington

FILED FOR RECORD Mar. 13, 1947 AT 198 P.
REQUEST OF Western Mortg. Co.
FRANK J. GLOVER, SPOKANE COUNTY AUDITOR