

4-25-1947

Burns & Snider Addition Protective Covenants

Spokane County (Wash.). Auditor's Office

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All of Burns & Snider Addition EXCEPT (Tract "A" in Block five (5), and Lots six (6), seven (7), eight (8), nine (9), ten (10), eleven (11), twelve (12) thirteen (13), fourteen (14), fifteen (15) in Block eight (8)) to the City of Spokane, County of Spokane, State of Washington.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1970, 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 Covenant and wither 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 judgement or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

- A. No trailer, basement, tent, shack, garage, barn, or other outbuildings erected in the tract shall at any time be used as a residence.
- B. No dwelling costing less than \$3500.00 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 675 square feet in the case of a one-story structure not less than 600 square feet in the case of a one and one-half, or two story structure.
- C. An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.
- D. No person or persons of any race other than white or Caucasian race shall use or occupy any dwelling on any lot except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality domiciled with an owner or tenant.
- E. Garages and other out-buildings incidental to the residential use of the property shall conform in design and exterior appearance with the main buildings they serve.

Dated this 22nd day of April, 1947.

R. J. Burns

Frank Snider

STATE OF WASHINGTON,)
County of Spokane) ss.

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I, the undersigned, a Notary Public in and for the above named County and State,
do hereby certify that on this 24th day of April 1947 personally appeared
before me R. J. BURNS and FRANK J. SNIDER

to me known to be the individuals described in and who executed the within instrument,
and acknowledged 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 last above written.

Martha Sprute
Notary Public for State of Washington

FILED FOR RECORD Apr. 25, 1947 AT 11:33 a
REQUEST OF SPOKANE TITLE CO.

Residing at Spokane

FRANK J. GLOVER, SPOKANE COUNTY AUDITOR