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Polwarth's First Addition Declaration of Restrictive Covenants for Block 4, Lot 10

Spokane County (Wash.). Auditor's Office

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DECLARATION OF RESTRICTIVE COVENANTS
January 2, 1948.

Ernest H. Polwarth and Winnie B. Polwarth, husband and wife, being owners of Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, in Block 4, of Polwarth's First Addition, in the County of Spokane and State of Washington, as per map thereof recorded in Book "X" of Plates, page 5, in the office of the County Auditor of said County, do hereby declare the following restrictive covenants and conditions for use and benefit of all of said property and of each and every purchaser of the above described property:

(a) These Covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1970, at which time said covenants shall be automatically extended for successive period of 10 years unless by vote of majority of the then owners of the lots it is agreed to change said covenants in whole or in part.

(b) 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 above described lots to prosecute any proceedings 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.

(c) Invalidity 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.

(d) All lots in Block 4, shall be known and described as residential lots. No structure shall be erected, altered placed, or permitted to remain upon any portion of said lots other than one detached single family dwelling and a private garage and other outbuildings which may be incidental to residential use of said land.

(e) No building shall be erected on any plot nearer than 30 feet from the front lot line, nor nearer than 10 feet to any side street line. No buildings except a detached garage or other outbuildings located 100 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected, the front line of which is farther than 45 feet from the front line of lot.

(f) No residential structure shall be erected or placed on any building plot, which plot has an area of less than 7500 square feet, or a width of less than 60 feet at the front building setback line.

(g) None but new dwellings shall be permitted to be placed on the above described lots.

(h) 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.

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

(j) No trailer, basement, tent, shack, garage, barn or other outbuilding erected upon said premises 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.

(k) No dwelling shall be permitted on any lot in the B block with the ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 700 square feet for a one-story structure, nor less than 650 square feet in the case of a one and one-half or two-story structure.

(l) Any dwelling or structure erected or placed on any lot in this Block shall be completed as to exterior appearances, including finished painting, within 8 months from date of commencement of construction, and shall be connected to septic tank or public sewer.

(m) Until public sewers are available all sewage disposal shall be by means of septic tanks, in accordance with the regulations of the State of Washington Department of Public Health and local authority.

(n) An easement is reserved over the rear 5 feet of each lot for utility installation and maintenance.

Ernest H. Polwarth (Seal)

Winnie B. Polwarth (Seal)

Acknowledged, in State of Washington, C ounty of Spokane, on January 2nd 1948, by Ernest H. Polwarth and Winnie B. Polwarth, husband and wife, before me Robert L. Rizor, Notary Public in and for the State of Washington,

Robert L. Rizor
Residing at Spokane

FILED FOR RECORD Jan. 21, 1948 AT 2:53 P.M.

REQUEST OF SPOKANE TITLE CO.
FRANK J. GLOVER, SPOKANE COUNTY AUDITOR

NOT FOR OFFICIAL USE. TO VIEW OFFICIAL RECORDS, CONTACT THE SPOKANE COUNTY CLERK'S OFFICE.