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Boulevard Park Addition Declaration of Protective Restrictions for Blocks 6-8, 9-13, and 25

Spokane County (Wash.). Auditor's Office

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DECLARATION OF PROTECTIVE RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS that DONALD P. LINDSAY ANDPATRICIA L. LINDSAY, husband and wife,

the owners of the following described real property, do hereby declare the protective restrictions and covenants hereinafter set forth in connection with said real property:

Lots One (1), Two (2), Three (3), Four (4), Five (5) Six (6) Seven (7), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16) in Block Nine (9); Lots One (1), Two (2) Three (3), Four (4), Five (5), Eleven (11), Twelve (12) and Thirteen (13) in Block Ten (10) and Lots One (1), Two (2), Three (3) Four (4), and Five (5), in Block Twenty-five (25), all in BOULEVARD PARK ADDITION to Spokane, in the City of Spokane, County of Spokane and State of Washington, as per map thereof recorded in Book "M" of Plats, page 48, in the office of the County Auditor of said County.

These Covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1973, at which time said Covenants shall be automatically extended for successive periods of ten (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 either to prevent him or them from so doing or to recover damages or other dues for such violations.

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 the tract shall be known and described as residential lots. No structures shall be erected, altered, 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 a private garage for not more than two (2) cars.

B. No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications and plot plan showing the location of such building have been approved in writing as to conformity and harmony of external design with existing structures in the subdivision, and as to location of the building with respect to topography and finished ground elevation, by a committee composed of THE DIRECTORS OF HAHN & IRWIN CO., or by a representative designated by a majority of the members of said committee. In the event of death or resignation of any member of said committee, the remaining member, or members, shall have full authority to approve or disapprove such design and location, or to designate a representative with like authority. In the event said committee, or its designated representative, fails to approve or disapprove such design and location within thirty (30) days after said plans and

specifications have been submitted to it, or, in any event, if no suit to enjoin the erection of such building or the making of such alterations have been commenced prior to the completion thereof, such approval will not be required and this Covenant will be deemed to have been fully complied with. Neither the members of such committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this Covenant. The powers and duties of such committee, and of its designated representative, shall cease on and after January 1, 1950. Thereafter the approval described in this Covenant shall not be required unless, prior to said date and effective thereon, a written instrument shall be executed by the then record owners of a majority of the lots in this subdivision and duly recorded appointed a representative, or representatives, who shall thereafter exercise the same powers previously exercised by said committee.

C. No building shall be located nearer to the front lot line or nearer to the side street line than the building setback lines shown on the recorded plat. In any event, no building shall be located on any residential building lot nearer than twenty (20) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No building, except a detached garage or other outbuilding located seventy-five (75) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

D. No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than fifty (50) feet at the front building setback line.

E. 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.

F. 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.

G. No dwelling costing less than \$5000.00 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 650 square feet in the case of a one-story structure nor less than 550 square feet in the case of a one-and one-half, two or two and one-half story structure.

H. An easement is reserved over the rear five (5) feet on each lot for utility installation and maintenance.

I. 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 (6) months from date of commencement of construction and shall be connected to cesspool, septic tank or public sewer.

J. 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.

K. 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.

L. That no fence, wall, hedge or mass planting shall be permitted to extend more than $3\frac{1}{2}$ feet above the finished grade.

IN WITNESS WHEREOF the parties hereto have set their hands and seals this 10th day of February, 1948. —

Donald P. Lindsay
Patricia L. Lindsay

STATE OF WASHINGTON)
 County of Spokane) ss.

On this 10th day of March, 1948, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn personally appeared DONALD P. LINDSAY AND PATRICIA L. LINDSAY, husband and wife, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 10 day of March, 1948.



Darleene D. Smith
 Notary Public in and for the State of Washington, residing at Spokane.

FILED FOR RECORD *Mar 12* 1948 AT *10:51* M.
 REQUEST OF SPOKANE TITLE CO.
 FRANK J. GLOVER, SPOKANE COUNTY AUDITOR