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Audubon Terrace Fourth Addition Declaration of Restrictive Covenants for Blocks 1-4

Spokane County (Wash.). Auditor's Office

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DECLARATION OF RESTRICTIVE

COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that EAGLE INVESTMENT COMPANY, a corporation organized under the laws of the State of Washington, being the owner of

Lots 20 to 38 inclusive in Block 1; Lots 1 to 18 inclusive in Block 2; Lots 18 to 34 inclusive in Block 3; and all of Block 4, in AUDUBON TERRACE FOURTH ADDITION to the City of Spokane, in the City of Spokane, County of Spokane, and State of Washington,

does hereby declare the following restrictive covenants and conditions for the use and benefit of all of said property and of each and every purchaser of any of the above described property:

- (a) All lots in the tract shall be known and described as residential lots and no structure shall be erected on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a one or two-car garage.
- (b) No building shall be erected on any residential building plot nearer than twenty-five (25) feet to nor farther than thirty (30) feet from the front lot line, nor nearer than seven (7) feet, six (6) inches to any side lot line. The side line restriction shall not apply to a garage located on the rear one-quarter of a lot, except that on corner lots no structure shall be permitted nearer than ten (10) feet from the side street line.
- (c) No race or nationality other than the white race shall use or occupy any building on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.
- (d) No noxious or offensive trade shall be carried on upon any lot nor shall anything be done thereon which may be or become any annoyance or nuisance to the neighborhood.
- (e) No trailer, basement, tent, shack, garage, barn or other outbuilding erected on the tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.
- (f) 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 lots in said subdivision. However, in case such committee is not in existence or fails to approve or disapprove such design and location within thirty 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.

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- (g) A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
- (h) These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1970, at which time said covenants and restrictions shall terminate.
- (i) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1970, it shall be lawful for any other person or persons owning any other lots 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 or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.
- (j) Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other restrictions or provisions which shall remain in full force and effect.

IN TESTIMONY WHEREOF, said corporation has caused its name to be signed hereto and its corporate seal to be affixed this twenty-seventh day of May, 1949.

EAGLE INVESTMENT COMPANY

By J. L. Cooper
As its Vice-President

Attest:

A. D. Schaefer
As its Secretary

STATE OF WASHINGTON)

) ss

COUNTY OF SPOKANE)

On this 13th of June, 1949, before me, a Notary Public in and for the above named County and State, personally appeared J. L. Cooper and A. D. Schaefer, to me known to be the Vice-President and Secretary respectively of the corporation that executed the within and 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 each on oath stated that he was authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Louis M. Legge
Notary Public for the State of
Washington, residing at Spokane.

FILED FOR RECORD JUN 16 1949 AT 10:28 AM
REQUEST OF SPOKANE TITLE CO
FRANK J. GLOVER, SPOKANE COUNTY AUDITOR