

7-30-1949

## Rockwood Pines Addition Warranty Deed for Block 4, Lot 3

Spokane County (Wash.). Auditor's Office

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WARRANTY DEED

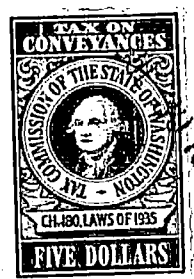
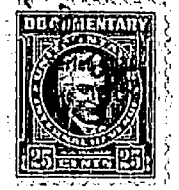
The Grantors, CARL M. STOLLE and BEATRICE M. STOLLE, husband and wife, of Spokane, County of Spokane, State of Washington, for and in consideration of Five Thousand and no/100 - - - - - Dollars (\$5,000.00) in hand paid, convey and warrant to NELSON B. REPSOLD and CORINNE S. REPSOLD, husband and wife, the following described real estate in the County of Spokane, State of Washington:

Lot Three (3) in Block Four (4) of ROCKWOOD PINES ADDITION in the City of Spokane, County of Spokane and State of Washington as per map thereof filed for record February 27, 1946, as Document No. 636548A, in the Office of the County Auditor of said County, together with that area lying immediately to the South of said Lot Three (3) between the extended east and west boundary lines of said Lot Three (3), a distance of one hundred (100) feet south of the south boundary line of said Lot Three (3).

The conveyance is made subject to the following protective and restrictive covenants which are and shall be common to all of said ROCKWOOD PINES ADDITION:

1. No structure shall be erected, altered, placed or permitted to remain on said lot other than one detached single-family dwelling not to exceed two and one-half stories in height, and a private garage for not more than three cars. Said dwelling shall be of modern style of architecture, and no trailer, basement, tent, shack, garage or other out-building at any time shall be used as a residence, temporary or permanent, nor shall any structure of a temporary character be used as a residence thereon.
2. No dwelling costing less than \$10,000.00 shall be permitted on said lot. Such dwelling shall face as the street faces and shall not be located nearer than 35 feet to the front line of said lot. Any garage which may be built on said property must conform to the style of architecture of the dwelling thereon.
3. No apartment house, tenement house, flat building, duplex, lodging house or hotel shall be erected, altered or maintained upon said lot, nor shall any building constructed thereon be conducted or used for any of said purposes or for business purposes of any kind.
4. No person of any race other than the Caucasian race shall use or occupy any building or any part thereof on said lot, except that this covenant shall not prevent occupancy by domestic servants of another race domiciled with an owner or tenant.
5. These covenants shall run with the land, shall be binding on the parties hereto and on all persons claiming under them. As used in the foregoing covenants the term "lot" means one unit consisting of both said platted Lot Three and also said 100 feet area abutting thereon.

500  
350



NOT FOR OFFICIAL USE - PROPERTY TAXES - COUNTY AUDITOR'S OFFICE

6. 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 the other party or any other person or persons owning any real property situated in said Rockwood Pines Addition to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant, either to prevent him or them from so doing or to recover damages or other relief for such violations.

7. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other of these covenants or any provisions thereof which shall remain in full force and effect.

This conveyance is further made subject to the right of the Washington Water Power Company to establish and maintain along the South boundary line of said Lot Three (3), a pole line for electrical transmission and distribution purposes.

DATED this 26 day of July, 1949.

Carl M. Stolle

Beatrice M. Stolle

STATE OF WASHINGTON)  
County of Spokane ) ss.

I, the undersigned, a Notary Public in and for the above named County and State, do hereby certify that on this 26 day of July, 1949, personally appeared before me CARL M. STOLLE and BEATRICE M. STOLLE, husband and wife, 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.

W B Chandler  
Notary Public in and For the State of  
Washington, residing at Spokane, Washington



FILED FOR RECORD JUL 30 1949 AT 10:26 A.M

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