

4-28-1948

Janosky Subdivision Protective Covenants

Spokane County (Wash.). Auditor's Office

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Spokane County (Wash.). Auditor's Office, "Janosky Subdivision Protective Covenants" (1948). *Spokane County Racial Housing Covenants*. 281.

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PROTECTIVE COVENANTS

JANOSKY SUBDIVISION

West half of Block 191 and East half of Block 192, Opportunity, Wash.

Know all men by these presents that A. G. Janosky and Alice Janosky his wife, have platted into lots and blocks the West half of Block 191 and the East half of Block 192, Opportunity, located in the N.E. quarter of Section 21, T.25 N., R.44 E., W.M. Spokane County, Washington, and have dedicated all streets in said subdivision to public use forever, and do hereby place certain restrictions on said subdivision in accordance with the following protective covenants.

A. All lots in the tract shall be known and described as residential lots.

No structure shall be erected, altered, placed, or permitted to remain upon any portion of said tract other than one detached single family dwelling and a private garage and other buildings which may be incidental to residential use of said land.

B. No building shall be erected on any lot nearer than 30 feet from the front lot line, nor nearer than 5 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 nor 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 25 feet from the front lot line.

C. 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 80 feet at the front building set back line.

D. None but new dwellings shall be permitted to be placed in this addition.

E. No noxious or offensive trade or activity shall be carried on upon any lot nor shall anything be done thereon which may become an annoyance or nuisance in the neighborhood.

F. 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 owner or tenant.

G. No trailer, basement, tent, shack, garage, barn or 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.

H. No dwelling costing less than \$7,500, based on 1948 construction costs shall be permitted on any lot in the tract.

I. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them until January 1, 1999, at which time said covenants shall automatically extend 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 part.

J. If the parties hereto, or any of them, or their heirs or assigns, shall violate any of the covenants herein it shall be lawful for any person or persons owning real property situated in said development or subdivision to prosecute any proceedings at law or in equity against any 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.

K. 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.

L. Subject also to Highway and Pole line contracts of record in said County Auditors Office.

Executed at Spokane, Washington this 23 day of April 1948

A.G. Janosky
A.G. Janosky

Alice Janosky
Alice Janosky

ACKNOWLEDGMENT

FILED FOR RECORD *Apr. 28* 1948 AT 3:45 P M

REQUEST OF *F. F. Griggs*
FRANK J. GLOVER, SPOKANE COUNTY AUDITOR

State of Washington)
County of Spokane) ss

On this 23 day of April 1948, before me personally appeared A. G. JANOSKY and ALICE JANOSKY to me known to be the identical persons who executed the within and foregoing instrument and acknowledged said instrument to be their free and voluntary act and deed for the uses and purposes therein mentioned.

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

F. F. Griggs

Notary Public in and for the State of Washington, residing at Spokane, Wash.

