

6-23-1951

## Messinger Addition to Opportunity Plat Map for Block 1

Spokane County (Wash.). Auditor's Office

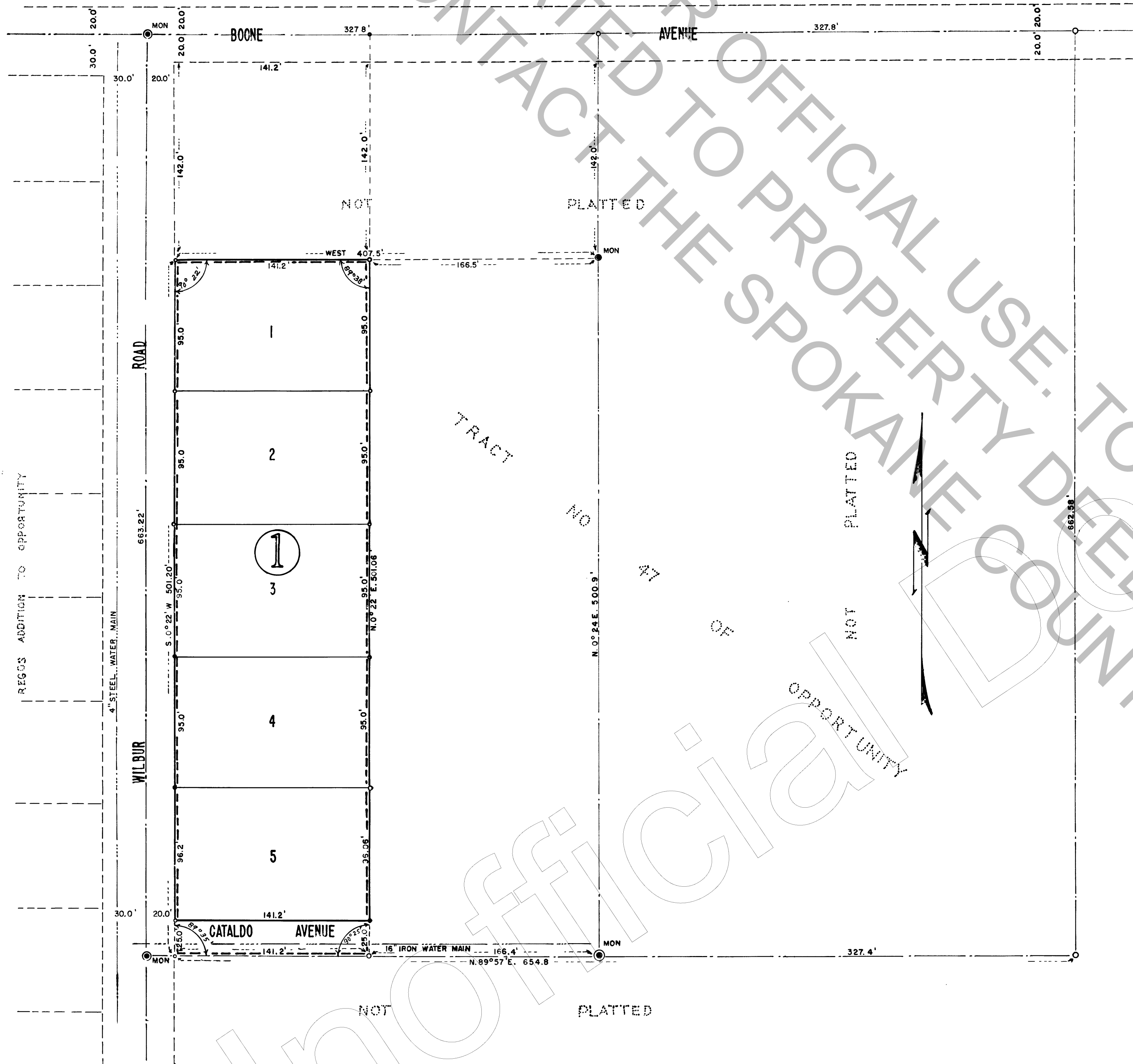
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LATITUDES AND DEPARTURES					
DISTANCE	COURSE	NORTH	SOUTH	EAST	WEST
501.20'	S. 0°22'W.		501.19'		3.21'
141.20'	N. 89°57'E.			141.20'	
501.18'	N. 0°22'E.	501.06'		3.21'	
141.20'	WEST				141.20'
		501.18'	501.19'	144.41'	144.41'

- LEGEND
- STANDARD CONCRETE MONUMENT WITH COPPER CENTER PIN
  - IRON PIPE

### DEDICATION

Know all men by these present, that, Fred E. Messenger and Mabel Messenger, his wife; Morris H. Wickland and Anna L. Wickland, his wife; Edwin Wickland and Hilda Wickland, his wife; have caused to be laid off and platted into lots, Blocks and Avenues the land shown upon this plat, to be known as Messenger Addition to Opportunity, being part of tract 47 of Opportunity or more particularly described as follows, beginning at a point on the west line of said tract 47, 142.0 ft. South of the N.W. corner of said tract 47, thence East 20.0 ft. to the place of beginning; thence South 0°22'W. 501.20 ft. thence N. 89°57'E. 141.2 ft. thence N. 0°22'E. 501.06 feet thence West 141.2 feet to the place of beginning, all in Tract 47 of Opportunity, in the S.W. 1/4 of the N.E. 1/4 of Section 16, Twp. 25 N. Rge. 44 E.W.M. in the County of Spokane, State of Washington, and they do hereby dedicate for ever to the public, for the use of the public as highway, the avenue shown upon this plat.

A. All lots in this Addition shall be known and described as residential lots.

B. No building shall be erected on any lot nearer than 30 feet from the front lot line, nor nearer than 10 feet to any side street line. No building except a detached garage or other outbuilding located 100 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.

C. No noxious or offensive trade or activity shall be carried on upon any lot, nor shall anything be done thereon which maybe or become an annoyance or nuisance to the neighborhood.

D. 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.

E. No dwelling costing less than \$8,000.00 shall be permitted on any lot in this addition.

F. Any structure erected or placed on any lot in this addition shall be complete as to external appearance, including finished painting and shall be connected to septic tank or public sewer, within six months from date of commencement of construction.

G. No buildings for pigs, cows, goats, horses or similar animals shall be permitted, nor shall pigs cows goats horses or similar animals be kept on any lot in this addition.

H. Over the rear of each lot in this addition, there shall be a 2 foot easement for all public utilities.

I. No residential structure shall be erected or placed on any lot which has a width of less than 95 feet or which lot has an area of less than 10,000 square feet.

J. None but new dwelling shall be permitted to be placed in this addition.

K. No trailer, basement, tent, garage, outbuilding or temporary structure erected or placed upon said premises shall be used as a residence temporarily or permanently.

L. No front yard of any lot shall be fenced along the front lot line nor back to the front building set-back line on the sides.

M. These covenants are to run with the land and shall be binding upon all persons claiming under them until January 1, 1977, at which time said covenants shall be automatically extended for successive periods of 10 years unless by a vote of a majority of the then owners of the lots, it is agreed to change them in whole or part.

N. If any of the parties hereto, their heirs or assigns shall violate or attempt to violate any of the covenants herein contained, any person owning property situated in said addition may prosecute a proceeding at law or in equity either to prevent them from so doing or to recover damages for such violation.

O. Invalidity of any one of these covenants by judgement or court order shall not affect the other provision.

IN WITNESS WHEREOF the undersigned has caused their names to be affixed on this 23rd day of July, 1951

*Fred E. Messenger* *Mabel Messenger* *Morris H. Wickland* *Anna L. Wickland* *Edwin Wickland* *Hilda Wickland*  
Fred E. Messenger Mabel Messenger Morris H. Wickland Anna L. Wickland Edwin Wickland Hilda Wickland

### ACKNOWLEDGMENT

STATE OF WASHINGTON )  
COUNTY OF SPOKANE ) SS  
On this 23rd day of July, 1951, before me personally appeared Fred E. Messenger and Mabel Messenger, his wife; Morris H. Wickland and Anna L. Wickland, his wife; Edwin Wickland and Hilda Wickland, his wife, 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 here unto set my hand and affixed my official seal, the day & year first above written.

*Francis W. Hensley*  
Notary Public in and for the State of  
Washington, residing at Spokane, Wash.

### ENGINEERS CERTIFICATE

I, Guy C. Sturman, a licensed Civil Engineer and Land Surveyor, hereby certify that this plat represents a true copy of the official records, and a survey made by me, and that the lot corners and monuments have been set.

*Guy C. Sturman*  
Guy C. Sturman, Licensed Civil Engineer and Land Surveyor

I hereby certify that the required taxes on the herein platted land have been paid  
Dated SEPT. 18, 1951 By *Joe A. Alvord*  
Spokane County Treasurer  
By *W. J. Jones*, Chief Deputy.

Examined and approved Oct. 22nd 1951, By *W. J. Jones*  
Spokane County Engineer

Examined and Approved October 22, 1951, By *W. J. Jones* Chairman  
Spokane County Planning Commission

Examined and Approved October 22, 1951, By *W. J. Jones* Chairman  
Spokane County Commissioners

FINAL PLAT OF MESSINGER ADDITION TO OPPORTUNITY BEING PART OF TRACT 47 IN OPPORTUNITY IN THE SW. 1/4 OF THE NE. 1/4 OF SECTION 16, TWP. 25 N. RGE. 44 E.W.M. SPOKANE COUNTY, WASHINGTON		
SCALE 1" = 50 FT. DATE 8-18-1951	GUY STURMAN — CIVIL ENGINEER. SPOKANE WASHINGTON DRAWING BY V.N. Christie 310 Fernwell Bldg. Spokane Washington	SHEET 1 OF 1