

8-6-1952

## Section 21 of Township 25 North, Range 44 East Warranty Deed

Spokane County (Wash.). Auditor's Office

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WARRANTY DEED

1170978

The Grantors ALVIN E. CLARK and OLIVE M. CLARK, husband and wife, of Spokane, County of Spokane, State of Washington, for and in consideration of Fifteen Hundred and no/100 Dollars (\$1500.00) in hand paid, convey and warrant to GARNER COON, a single man, whose address is Spokane, Washington, the following described real estate, situated in the County of Spokane, State of Washington:

The east 208.7 feet of the north 208.7 feet of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 21, Township 25 North, Range 14 East of the Willamette Meridian, in the County of Spokane, State of Washington, containing one acre, more or less.

Subject to:

1. A contract made by and between the Model Water and Light Company, a corporation, and Glenn Peirce, dated May 4, 1911, recorded in Book "M" of Miscellaneous Records, page 511.
2. An easement for public roads over the east 20 feet and the south 20 feet of the SE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 21, recorded in Book 423 of Deeds, page 352.
3. All lots in this addition shall be known and described as residential lots. No structure shall be erected, altered, placed or permitted to remain upon any portion of said addition other than one detached single family dwelling and a private garage and other outbuilding which may be incidental to the residential use of the said land. No dwelling in said addition shall exceed one story in height.
4. The Set Back Lines shown on said plat shall be observed as the property line, from which future improvements and developments to the lots may be made. No improvements of a permanent nature shall made beyond said set back lines. No building shall be erected on any lot nearer than 30 feet from the frontlot line, nor nearer than 10 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 shall be located nearer than 5 feet to any side lot line. No residence or attached appurtenance shall be erected the line of which is farther than 45 feet from the front line.
5. None but new dwellings shall be permitted to be placed in this addition.
6. 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.
7. No person 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 the owner or tenant.
8. 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.
9. No dwelling costing less than \$12,000.00 shall be permitted on any lot in this addition.
10. 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 cess pool, septic tank or public sewer, within



six months from date of commencement of construction.

11. 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.
12. No hedge higher than 4 feet, and no fence or wall shall be built or permitted on the front 30 feet of any lot in this addition.
13. All dwellings shall face in accordance with the fronting of the respective lots in the recorded plat, except the lots whose west lot line makes the east line of Bowdish Road, they may also face West.
14. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1976, and will automatically extend for successive ten year periods thereafter unless by vote of a majority of the then owners of the lots it is agreed to change the covenants in whole or in part.
15. If the parties hereto or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants herein, any other person or persons owning any real property situated in this addition may prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant to restrain or prevent him or them from doing so, to recover damages or other dues for such violation, or both.
16. Should anyone or more of these covenants be invalidated by judgment or court order, the other provision not effected thereby shall nevertheless remain in full force and effect.

Dated this 18 day of July, 1952.

Alvin E. Clark

Olive M. Clark

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 18 day of July, 1952, personally appeared before me ALVIN E. CLARK and OLIVE M. CLARK 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.

Richard H. Carvin  
Notary Public in and for the State  
of Washington, residing at Spokane.

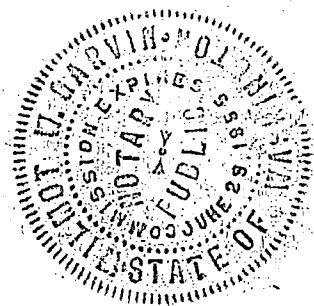
1% Excise Tax on Real Estate

Sale, Amt Pd \$150.00

Date 8/6/52 No. 15911

Joe A. Stewart, Co. Treas.

By J. R. Abraham



FILED FOR RECORD AUG 6 1952 AT 10:25 A M

REQUEST OF SPOKANE TITLE CO.

FRANK J. GLOVER, SPOKANE COUNTY AUDITOR