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Comstock Park Fourth Addition Declaration of Protective Covenants for Block 5

Spokane County (Wash.). Auditor's Office

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DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS that William H. Cowles, Jr. and John McKinley, Executors of the Estate of William Hutchinson Cowles, being the owners of Block 5, and all lots in Comstock Park 4th Addition to the City of Spokane, in the City of Spokane, County of Spokane, State of Washington, as per map thereof recorded in the office of the County Auditor of said County on July 18, 1955, do hereby declare the following protective covenants and conditions for the use and benefit of all of said property which they own and for the use and benefit of each and every purchaser of any of said property:

(a) LAND USE AND BUILDING TYPE. When owned by Spokane School District #81, of Spokane County, Washington, Block 5 may be used only for elementary public school purposes, including kindergarten, and not for trade school or high school or for any other purpose. When not owned by Spokane School District #81, of Spokane County, Washington, no part of Block 5 may be used, except for street and residential purposes. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any 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.

(b) No detached garage shall be built closer to the front set back line than forty feet nor closer to the side set back line than twenty feet. No garage shall be built under any dwelling with the door or opening facing directly toward the front or side line of the lot, unless approved by the architectural committee.

(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) NUISANCES. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an

annoyance or nuisance to the neighborhood.

(e) TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

(f) BUILDING LOCATION. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building set back lines shown on the recorded plat.

(g) EASEMENTS. Easements for construction and maintenance of telephone and electric distribution pole lines are reserved for and over the rear seven and one-half (7½) feet of all lots.

(h) ARCHITECTURAL CONTROL. No building shall be erected, altered, placed or permitted to remain on any building plot in this subdivision until the external design, elevation, and location thereof on the site have been approved in writing by an architectural committee appointed by the subdividers, or at the option of the subdividers, elected by a majority of the owners of lots in said subdivision. In the election of such committee each owner shall be entitled to a number of votes equal to the number of front feet, not including side line frontage, owned by him. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within thirty (30) days after such plans have been submitted to it, then such approval will not be required provided the design and location on the lot conform to and are in harmony with the existing structures in the Addition.

(i) The ground floor area of the main structure, exclusive of one-story open porches and garages shall not be less than one thousand three hundred and fifty (1,350) square feet in the case of a one-story structure nor less than nine hundred and eighty (980) square feet in the case of a one and one-half, or two, or two and one-half story structure.

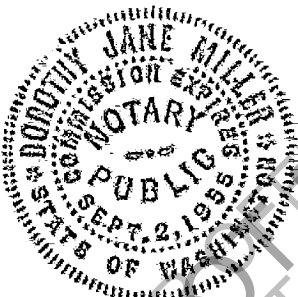
(j) TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, after which time

said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

(k) ENFORCEMENT. If the parties hereto or any of them or their heirs, executors, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein while they are in effect, it shall be lawful for any other person or persons owning any other lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restrictions and either to prevent him or them from so doing or to recover damages or other dues for such violation.

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

IN WITNESS WHEREOF, William H. Cowles, Jr. and John McKinley, Executors of the Estate of William Hutchinson Cowles, have hereunto set their hand and seal this 18 day of July, 1955.



William H. Cowles, Jr. (SEAL)
William H. Cowles, Jr.

John McKinley (SEAL)
John McKinley
Executors of the Estate of
William Hutchinson Cowles,
deceased.

STATE OF WASHINGTON)
County of Spokane) ss.

I, the undersigned, a Notary Public in and for the State of Washington, do hereby certify that on this 18 day of July, 1955, personally appeared before me WILLIAM H. COWLES, JR. and JOHN MCKINLEY, to me known to be the Executors of the Estate of William Hutchinson Cowles, deceased, and acknowledged to me that they executed the foregoing instrument as their free and voluntary act and deed, for the uses and purposes therein mentioned.

WITNESS my hand and official seal the day and year in this certificate above written.

Dorothy Jane Miller
Notary Public in and for the State
of Washington, residing at Spokane.

FILED FOR RECORD JUL 22 1955 AT 847A
REQUEST OF SPOKANE TITLE CO.
FRANK J. GLOVER, SPOKANE COUNTY AUDITOR