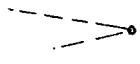


DEDICATION

Know all men by these presents, that W.H.Cowles has platted the land hereinafter described to be known as "COMSTOCK PARK 2nd ADDITION", an addition to the City of Spokane, Washington: said land being a portion of the Northwest Quarter of Section 31, Township 25 North, Range 43 East, of the Willamette Meridian, Spokane County, Washington, described as follows: Beginning at the intersection of the center line of 30th Avenue with the center line of Lincoln Street, said intersection lying South 336.10' from the North boundary line of said Section 31, as measured along the center line of Lincoln Street, and S 89° 47' W-679.01' from the North Quarter Corner of said Section 31, as measured westerly along the center line of 29th Ave.; thence from said point of beginning, West 661.09'; thence on an arc of a 290' radius curve right, consuming an angle of 31° 50' 30" a distance of 161.12' thence N 58° 09' 30" W- 101.92' to a point on the Easterly line of High Drive: thence S 31° 50' 30" W- 30.0': thence southwesterly on the arc of a 318.32' radius curve left, consuming a central angle of 33° 19': a distance of 185.1': thence S 79° 56' 30" E 260.83': thence East 981.69' to the center line of Post Street: thence northeasterly on an arc of a 380' radius curve right, consuming an angle of 6° 14', a distance of 41.37'; thence N 16° 10' E 114.21' to the intersection of Post Street and 30th Ave. thence West 315.38' to the point of beginning, except existing streets rights of way; and he does dedicate to the public forever the streets and Public Ways as shown hereon.

This dedication is made upon the condition that buildings erected on Lots there in, excepting for Lots 14 and 15 of Block 2, shall have a front yard (as defined in the City of Spokane Zoning Ordinance) of not less than 30 feet and not more than 40 feet, and that all dwellings shall face upon the avenues running east and west through the Addition except in Block 1, Lot 1 and part of Lot 2, may face easterly and in Block 2, Lots 14 and 15 may face westerly.

Lot 14, Block 2, shall have a side yard along Thirtieth Avenue of not less than 20 feet and any detached garage on said Lot 14 shall be not less than 40 feet from Thirtieth Avenue if such garage faces Thirtieth Avenue and not less than 30 feet if such garage does not face Thirtieth Avenue.



In witness whereof, W.H.Cowles by his attorney-in-fact, W. Scott S. Jones, has hereunto set his hand and seal this 6th day of Oct, 1941.

DECLARATION OF PROTECTIVE COVENANTS

189339 B

W/9

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 all lots in Comstock Park Second 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 August 6, 1953, except Lots 1 to 10, inclusive, of Block 2, Comstock Park Second Addition, which lots have already been improved with residences, 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. 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 installation and maintenance of utilities are reserved over the rear seven and one-half feet of each lot.

(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 five hundred (1,500) square feet in the case of a one-story structure nor less than nine hundred 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.

(1) 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 12th day of August 1953.

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 12th day of August 1953, 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

Scott J. Smith
Notary Public in and for the State
of Washington, residing at Spokane

FILED FOR RECORD AUG 1 4 1953 AT 12:17 P.M.
REQUEST OF SPOKANE TITLE CO.
FRANK J. GLOVER, SPOKANE COUNTY AUDITOR

569 83
518 29

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WARRANTY DEED

WHEREAS the real property hereinafter described is vested as follows:

an undivided 1/8 interest in WILLIAM H. COWLES, (formerly William H. Cowles, Jr.), ALFRED COWLES, BENJAMIN COWLES HAMMETT and LAWRENCE THAYER HAMMETT, as TRUSTEES of the "Benjamin Cowles Hammett Trust" under the will of William Hutchinson Cowles, deceased;

an undivided 1/8 interest in WILLIAM H. COWLES, (formerly William H. Cowles, Jr.), ALFRED COWLES, BENJAMIN COWLES HAMMETT and LAWRENCE THAYER HAMMETT, as TRUSTEES of the "Lawrence Thayer Hammett Trust" under the will of William Hutchinson Cowles, deceased;

an undivided 1/8 interest in WILLIAM H. COWLES, (formerly William H. Cowles, Jr.), ALFRED COWLES, WILLIAM H. COWLES, III and JAMES P. COWLES, as TRUSTEES of the "William Hutchinson Cowles, III, Trust" under the will of William Hutchinson Cowles, deceased;

an undivided 1/8 interest in WILLIAM H. COWLES, (formerly William H. Cowles, Jr.), ALFRED COWLES, WILLIAM H. COWLES, III and JAMES P. COWLES, as TRUSTEES of the "James Paine Cowles Trust" under the will of William Hutchinson Cowles, deceased;

an undivided 1/8 interest in WILLIAM H. COWLES, (formerly William H. Cowles, Jr.), ALFRED COWLES, WILLIAM H. COWLES, III and JAMES P. COWLES, as TRUSTEES of the "Margaret Cowles Stein, (formerly Margaret Cowles), Trust" under the will of William Hutchinson Cowles, deceased;

an undivided 1/8 interest in WILLIAM H. COWLES, (formerly William H. Cowles, Jr.), ALFRED COWLES, WILLIAM H. COWLES, III and JAMES P. COWLES, as TRUSTEES of the "Agnes Cowles Evans, (formerly Agnes Cowley Cowles), Trust" under the will of William Hutchinson Cowles, deceased;

an undivided 1/8 interest in WILLIAM H. COWLES (formerly William H. Cowles, Jr.), ALFRED COWLES, PHOEBE COWLES GIBSON and FRANK CHENEY COWLES, as TRUSTEES of the "Frank Cheney Cowles Trust" under the will of William Hutchinson Cowles, deceased; and

an undivided 1/8 interest in WILLIAM H. COWLES, (formerly William H. Cowles, Jr.), ALFRED COWLES, PHOEBE COWLES GIBSON, and FRANK CHENEY COWLES, as TRUSTEES of the "Phoebe Cowles Gibson, (formerly Phoebe Cowles), Trust" under the will of William Hutchinson Cowles, deceased.

WHEREAS pursuant to the provisions of Section 6 of Article VI. of the Will of William Hutchinson Cowles, deceased, the Trustees of each of said trusts, by an instrument signed by all of them,

1% Excise Tax on Real Estate
Sale, Am. Pd \$-5,180.00
Date: 7/19/67 No. 212052
MERTON L. HOWARD, Co. Treas.
By: *M. J. Roth*

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have delegated their power and authority thereunder to WILLIAM H. COWLES as Managing Trustee and

WHEREAS pursuant to the provisions of said Section 6 of Article VI. of said will, the trustees of each of said trusts, except said WILLIAM H. COWLES, have consented in writing to the sale and conveyance by WILLIAM H. COWLES, as Managing Trustee, of the property hereinafter described,

NOW THEREFORE the Grantor, WILLIAM H. COWLES, as Managing Trustee of the "Benjamin Cowles Hammett Trust" under the will of William Hutchinson Cowles, deceased; as Managing Trustee of the "Lawrence Thayer Hammett Trust" under the will of William Hutchinson Cowles, deceased; as Managing Trustee of the "William Hutchinson Cowles, III, Trust" under the will of William Hutchinson Cowles, deceased; as Managing Trustee of the "James Paine Cowles Trust" under the will of William Hutchinson Cowles, deceased; as Managing Trustee of the "Margaret Cowles Stein, (formerly Margaret Cowles), Trust" under the will of William Hutchinson Cowles, deceased; as Managing Trustee of the "Agnes Cowles Evans, (formerly Agnes Cowley Cowles), Trust" under the will of William Hutchinson Cowles, deceased; as Managing Trustee of the "Frank Cheney Cowles Trust" under the will of William Hutchinson Cowles, deceased; and as Managing Trustee of the "Phoebe Cowles Gibson, (formerly Phoebe Cowles), Trust" under the will of William Hutchinson Cowles, deceased, for and in consideration of the sum of ten dollars (\$10) and other good and valuable considerations, receipt whereof is hereby acknowledged, conveys and warrants to FIDELITY SAVINGS & LOAN ASSOCIATION, a State of Washington chartered savings and loan association, the following described real estate, situated in the County of Spokane, State of Washington:

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PARCEL "A"

Lot 2, block 1, Comstock Park 2nd Addition, according to plat recorded in volume 2 of plats, page 84, in the City of Spokane, Spokane County, Washington.

PARCEL "B"

Lot 11, EXCEPT the northerly 12.9 feet; the north 12.9 feet of lot 12; the easterly 17.47 feet of lot 17; all of lot 18; and the westerly 3.29 feet of lot 19, block 2; all of lot 1 and the easterly 2 feet of lot 2; part of lot 6 lying westerly of a line drawn from a point 17.03 feet easterly of the northwest corner to a point 16.4 feet easterly of the southwest corner; and lots 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16, block 3, Comstock Park 3rd Addition, according to plat recorded in volume 4 of plats, page 23, in the City of Spokane, Spokane County, Washington.

PARCEL "C"

Lots 1, 2, 3, 4 and 5 EXCEPT the southerly 15 feet of said lot 5, lot 9, EXCEPT the southerly 25 feet, and lots 10, 11, 12, 13 and 14, block 1; lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10 and 11, block 2; lots 1, 2, 3, 4, 5, 6 and 7, block 3; a portion of lot 12, block 4, lying westerly of a line drawn from a point 16 feet westerly of the northeast corner to a point 19.1 feet westerly of the southeast corner; Comstock Park 4th Addition, according to plat recorded in volume 4 of plats, page 23, in the City of Spokane, Spokane County, Washington.

PARCEL "D"

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25 and 26, block 1, High Drive 1st Addition, according to plat recorded in volume 2 of plats, page 73, in the City of Spokane, Spokane County, Washington.

PARCEL "D-1"

Part of lot 3 lying south of a line drawn from a point 41 feet southerly from the northwest corner to a point 62.5 feet southerly from the northeast corner; all of lots 4, 5, 6, 7, 8, 9, 10 and 11; and part of lot 12 lying southerly of a line drawn from a point on the easterly line 48.4 feet north of the southeasterly corner, thence west to a point on the west line of said lot, 39.5 feet north of the southwesterly corner; High Drive 2nd Addition, according to plat recorded in volume 2 of plats, page 84, in the City of Spokane, Spokane County, Washington.

PARCEL "E"

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18 and 19, block 1; lots 1, 2, 3, 4, 5, 6 and 7, block 2, High Drive 3rd Addition, according to plat recorded in volume 4 of plats, page 23, in the City of Spokane, Spokane County, Washington.

PARCEL "E-1"

The east 61 feet of the west 91 feet of lot 10, block 10, Second Addition to Acre Park Addition, according to plat recorded in volume "E" of plats, page 57, in the City of Spokane, Spokane County, Washington EXCEPT the south 12 feet and portion conveyed to the City of Spokane by instrument recorded under auditor's file No. 186378C.

PARCEL "F"

Part of section 31, township 25 north, range 43 east, W.M., in the City of Spokane, Spokane County, Washington, described as follows:

Beginning on the westerly line of Jefferson Street 786.08 feet east of the northwest corner of the northwest quarter of section 31; thence south 26°47' east along the westerly line of said street 99.67 feet; thence curve right a radius of 153 feet an angle of 20° for 53.41 feet; thence south 55°34' east 89.5 feet to intersection of Jefferson and Madison Streets; thence south 46°43' east 51.1 feet; thence south 31°55' west 38.71 feet; thence curve to the left at a radius of 318.32 feet angle 33°19' for 185.1 feet; thence southerly along a 3°38' curve to the left a radius of 1578.5 feet and tangent to a line bearing south 7°10' east for 104.68 feet; thence south 10°58' east 64.62 feet; thence along a 4° curve to the right with a radius of 1432.5 feet for 212.71 feet; thence south 2°27½' east 10.75 feet; thence along a 5° curve to the right with a radius of 1146 feet for 216.34 feet; thence south 8°21½' west 91.91 feet; thence along a 25° curve to the left a radius of 229.2 feet for 79.13 feet; thence south 11°25½' east 258.62 feet; thence along a 5°06' curve to the left a radius 1123.5 feet for 543.47 feet; thence south 39°08½' east 115.89 feet; thence along a 4° curve to the right with a radius of 1432.5 feet for 110.27 feet; thence south 34°43½' east 128.59 feet; thence along a 5° curve to the left a radius of 1146 feet for 188.34 feet; thence south 44°08½' east 145.47 feet; thence along a 10° curve to the right a radius of 573 feet for 135.58 feet; thence south 30°35' east 28.92 feet to the south line of the northwest quarter; thence south 89°48' east along the east and west center line of said section, 838 feet to the center of said section; thence north to the north quarter corner; thence west to the point of beginning EXCEPT highway and EXCEPT platted portions and EXCEPT portion described in instrument recorded under auditor's file No. 321587A (part deeded to city) and file No. 321590A (part deeded to city) EXCEPT 5 foot strip adjoining lot 2, block 4 on the south, Comstock Park 2nd Addition. EXCEPT portions conveyed to the City of Spokane by deeds recorded under auditor's file Nos. 33861B and 216494B.

PARCEL "G"

Part of section 31, township 25 north, range 43 east, W.M., in the City of Spokane, Spokane County, Washington, described as follows: Beginning at the center of said section; thence south 0°50' east along the east line of the northeast quarter of the northeast quarter of the southwest quarter 692.35 feet; thence along a 32°40' curve to the right a radius of 177.8 feet angle 25°12' for 78.16 feet; thence north 51°19½' west 379.27 feet; thence along a 5° curve to the left a radius of 1146 feet angle 8°20½' for 166.83 feet; thence north 59°40' west 164.47 feet; thence along a 16° curve to the right a radius of 358.1 feet angle 29°05' for 181.77 feet; thence north 30°35' west 147.4 feet to the north line of the northeast quarter of the northeast quarter of the southwest quarter; thence south 89°18' east 838 feet to the point of beginning.

PARCEL "H"

A portion of the northwest quarter of the southeast quarter of section 31, township 25 north, range 43 east, W.M., in the City of Spokane, Spokane County, Washington, north of the northerly line of High Drive as established May 17, 1951, by instruments recorded under auditor's file Nos. 32430B and 338601B EXCEPT beginning at intersection of center line of 37th Avenue and center line of Bernard Street; thence south 134 feet; thence west 32.5 feet to the true point of beginning; thence west 125 feet; thence south parallel to Bernard Street 234 feet; thence

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east to a point 2.5 feet west of Bernard Street and 244 feet south of the true point of beginning; thence north to the true point of beginning EXCEPT a 2.5 foot strip adjacent to Bernard Street. EXCEPT portions conveyed to the City of Spokane by deeds recorded under auditor's file Nos. 216494B, 985424A and 33861B for High Drive and Parkway.

PARCEL "I"

That portion of the north half of section 31, township 25 north range 43 east, W.M., in Spokane County, Washington, more particularly described as follows:

Beginning at the intersection of the south line of 29th Avenue with the west line of Bernard Street; thence south along the west line of Bernard Street 636.10 feet; more or less, to the intersection of the west line of Bernard Street with the north line of 31st Avenue; thence south $89^{\circ}59'45''$ west 748.42 feet to a point on the east line of Howard Street; thence northwesterly along the east line of Howard Street to a point on the south line of 29th Avenue; thence east along the south line of 29th Avenue to the point of beginning. EXCEPT portions conveyed to the City of Spokane for street purposes by instruments recorded under auditor's file Nos. 1366B and 186378C.

That portion of the north half of section 31, township 25 north, range 43 east, W.M., in Spokane County, Washington, more particularly described as follows:

Beginning at the center of section 31, township 25 north, range 43 east, W.M.; thence north along the north and south center line of said section 31 to a point on the south line of 33rd Avenue; thence northeasterly along the southerly line of 33rd Avenue to the northwest corner of lot 12, block 4, as shown on the official plat of Comstock Park 4th Addition, according to plat recorded in volume 4 of plats, page 23; thence south $33^{\circ}26'$ east along the southwesterly line of said lot 12, a distance of 130.07 feet to the southwesterly corner of said lot 12; thence north $52^{\circ}19'$ east 55.10 feet; thence north $73^{\circ}10'45''$ east 114.42 feet; thence north $88^{\circ}19'45''$ east 63.10 feet; thence north $89^{\circ}59'45''$ east 650 feet to the southeast corner of lot 1, block 4, said addition; said point being also on the west line of Bernard Street; thence south along said west line to a point on the east and west center line of said section 31; thence west along said east and west center line to the point of beginning.

SUBJECT TO covenants, conditions, restrictions and easements of record

GRANTEE covenants that as residential plats are filed covering any portion of the above described real property, restrictive covenants will be filed for record in the same form as the restrictive covenants effecting Comstock Park 2nd Addition, recorded in book 46, Miscellaneous Records at page 376 in the office of the auditor of Spokane County, Washington, with the deletion of Clause C

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thereof. This covenant shall run with the land.

DATED this 16th day of September, 1967.



William H. Cowles
 as Managing Trustee of the "Benjamin Cowles Hammett Trust" under the will of William Hutchinson Cowles, deceased;

as Managing Trustee of the "Lawrence Thayer Hammett Trust" under the will of William Hutchinson Cowles, deceased;

as Managing Trustee of the "William Hutchinson Cowles, III, Trust" under the will of William Hutchinson Cowles, deceased;

as Managing Trustee of the "James Paine Cowles Trust" under the will of William Hutchinson Cowles, deceased;

as Managing Trustee of the "Margaret Cowles Stein, (formerly Margaret Cowles), Trust" under the will of William Hutchinson Cowles, deceased;

as Managing Trustee of the "Agnes Cowles Evans, (formerly Agnes Cowley Cowles), Trust" under the will of William Hutchinson Cowles, deceased;

as Managing Trustee of the "Frank Cheney Cowles Trust" under the will of William Hutchinson Cowles, deceased; and

as Managing Trustee of the "Phoebe Cowles Gibson, (formerly Phoebe Cowles), Trust" under the will of William Hutchinson Cowles, deceased.

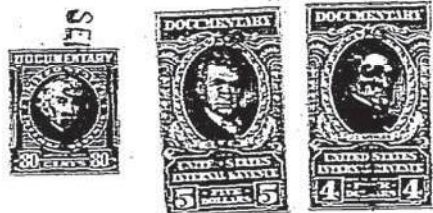
STATE OF WASHINGTON }
 County of Spokane } ss

On this day personally appeared before me WILLIAM H. COWLES, to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as the free and voluntary act and deed, of himself as Managing Trustee of the aforementioned trusts, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 16th day of September, 1967.



W. H. C. Bickler
 NOTARY PUBLIC in and for the State of Washington, residing in Spokane



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PIONEER NATIONAL TITLE

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NOV 11 11 57

PIONEER NATIONAL TITLE

FILED RECORDS
NOV 8 9 8
Deeds

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2000

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