THE GRANTOR, THE J. M. COLMAN COMPANY, a Washington corporation with principal place of business in Seattle, Washington, for and in consideration of Ten and No/100 Dollars ($10.00), in hand paid, conveys and warrants to ALBERT O. FOSTER and EVELYN M. FOSTER the following described real estate situate in King County, Washington, to-wit:

Lot 4, Block 10, of the unrecorded plat of Windermere, more particularly described as follows, to-wit:

Beginning at the Quarter Section corner on the west boundary line of Section Eleven (11) Township Twenty-Five (25) North, Range Four (4) East, W.C., (from which point the east and west center line of said section runs South 89° 49' 13" East) running thence South 46° 37' 03" East, following the center line of Windermere Road in said unrecorded plat, 254.13 feet to a point of curve; thence, following said center line, along a curve to the left having a uniform radius of 800 feet, through a central angle of 21° 39' 14", a distance of 329.35 feet to a point of tangency; thence, following said center line, along said tangent line, South 66° 16' 17" East 501.61 feet to a point of curve in said center line; thence, at right angles to said tangent line, North 21° 43' 43" East 50 feet to a point on the northeasterly marginal line of said Windermere Road; thence, following the northeasterly marginal line of said Windermere Road, along a curve to the left having a uniform radius of 770 feet, a distance of 50.44 feet to a point from which the center of said curve bears North 17° 59' 32" East, said point being the true point of beginning; thence, continuing along said road marginal line, following said curve to the left, a distance of 110 feet; thence, North 9° 47' 26" East, along a line radial to said curve, a distance of 200 feet to the southerly marginal line of Keswick Drive as laid out in said unrecorded plat; thence, westerly along said southerly marginal line of said Keswick Drive, following a curve to the right having a uniform radius of 870 feet, the center of which curve bears North 9° 47' 26" East from this point, a distance of 65.368 feet to a point from which the true point of beginning bears South 17° 14' 56" West; thence South 17° 14' 55" West 200.02 feet to the true point of beginning.

This property is conveyed subject to the following covenants, conditions, and restrictions, all of which shall run with the land herein described and shall bind both parties hereto, their successors, heirs, executors, administrators, and assigns:

1. Only one single and detached dwelling, together with outbuildings reasonably appurtenant thereto, such as garage, servants' quarters, pergola or conservatory, shall be erected upon said property, which shall be improved, added to as an entire tract. Said dwelling shall cost not less than Ten Thousand Dollars ($10,000.00).

2. In the event said dwelling is removed or destroyed and a new one is erected, it shall be a single and detached dwelling as above defined, and shall cost not less than the sum above specified, and exterior plans thereof shall be approved before construction is begun by a competent architect to be designated by the grantor.

3. No building, or any part thereof, shall be erected on said property at a distance of less than fifty (50) feet from the street lines thereof, nor within four (40) feet from the side lines thereof.
In the event the property shall not be conveyed, sold, rented, or otherwise disposed of, in whole or in part, to, or be consumed in the use of a white and Cattle race, except, however, in the case of a servant, the same shall be conveyed, sold, or otherwise disposed of to the grantee, its successors, or assigns, subject, however, to the terms and conditions specified in the deed of trust or liens outstanding upon said property; provided, however, that this shall not be deemed a waiver of any of the restrictions contained in said deed, and that in case any mortgage or lien upon said property or its improvements requires title thereto by foreclosure or otherwise, he, it or they shall have ninety (90) days after written notice of the violation of any such restriction within which to cure the same.

Provided, however, that in case of failure on the part of the grantee to improve said property by building therein in the period above specified, forfeiture of title shall not be made unless grantor, or its successors or assigns, shall fail to have tendered to the grantee fund, ninety (90) days from and after the last day of such period the amount of the original purchase price paid to the grantor for said property, without interest and less the amount of any mortgage, delinquent taxes or other liens then upon said property. In case said tender is duly made and payment thereof is accepted, the grantee shall execute a deed conveying said property to grantor, or its successors or assigns, who, after said tender is not accepted or said deed not executed and delivered, then the right of forfeiture as hereinbefore provided for, shall remain in full force and effect and may be forthwith invoked.

(6) The acceptance of this deed shall have the same effect and binding force upon the grantees, their heirs, and assigns, as if the same were signed and sealed by said grantee, and any person acquiring said property or any interest therein, whether by deed, lease contract or by process of law, shall be bound thereby.

(7) The above covenants, restrictions and conditions shall be inserted in all deeds of conveyance hereafter made by the grantor of adjoining lots, except that the required cost of dwelling and the distance from the street may be changed according to location.

(8) Each and all of the aforementioned covenants, conditions and restrictions shall be and remain in full force and effect for a term of fifty (50) years from the date hereof.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this ______th day of June, 1937.

THE J. M. COLMAN COMPANY

By: [Signature]
President.

By: [Signature]
Secretary.

STATE OF WASHINGTON
County of KING

On this ______th day of June, 1937 before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared

KENNETH B. COLMAN

and

WALTER L. HICKOFF

President and Secretary, respectively of

THE J. M. COLMAN COMPANY

the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that they were authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand and official seal this ______th day of June, 1937.

Notary Public in and for the State of Washington.
resident at Seattle.

COUNTY AUDITOR

Return to Wash. Dept. of Taxation...