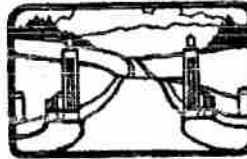


2955678

THE J. M. COLMAN CO.
COLMAN BUILDING
SEATTLE

WINDERMERE DEED



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 W. 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.M., (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, 254.19 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 302.35 feet to a point of tangency; thence, following said center line, along said tangent line, South 68° 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 30 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° 58' 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 570 feet, the center of which curve bears North 9° 47' 26" East from this point, a distance of 83.966 feet to a point from which the true point of beginning bears South 17° 14' 55" 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 only as an entire tract. Said dwelling shall cost not less than Ten Thousand Dollars (\$10,000.00)

~~and exterior plans thereof shall be approved before construction is begun by a competent architect to be designated by the grantor.~~ Exterior plans of said dwelling shall be approved before construction is begun by a competent architect to be designated by the grantor.

(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, as above provided.

(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 ten (10) feet from the side lines thereof.

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Seattle Title Company
203 Second Avenue
Seattle, Wash.

(4) Said property shall not be conveyed, sold, rented, or otherwise disposed of, in whole or in part, to, or be occupied by, any person or persons except of a white and Gentile race, except, however, in the case of a servant actually employed by the leaseholder or occupant thereof.

(5) Any breach of the foregoing covenants or conditions, or any of them, shall have the effect of forfeiting the title to said property and thereupon said title shall revert to the grantor, its successors or assigns, subject, however, to the lien of any bona fide first mortgage then 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 mortgagee of said property or his or its assigns, acquires 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 thereon in the period above specified, forfeiture of title shall not be made unless grantor, or its successors or assigns, shall first have tendered to the grantee within 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, and if 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.

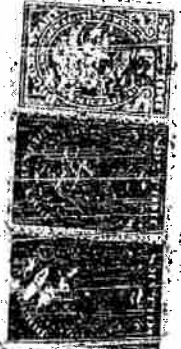
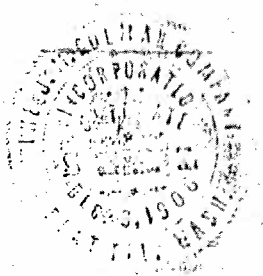
(6) The acceptance of this deed shall have the same effect and binding force upon the grantees, their heirs, and assigns, as if the same were signed and sealed by said grantees, and any person acquiring said property or any interest therein, whether by deed, lease contract or by process of law, shall 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 aforesaid 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 7th day of

June 1937



THE J. M. COLMAN COMPANY

By Kenneth B. Colman
President.

By Walter L. Wackoff
Secretary.

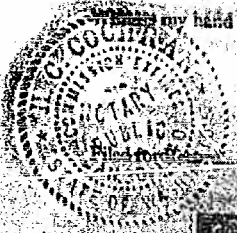
STATE OF WASHINGTON,
County of KING } ss.

On this 7th 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. WACKOFF to me known to be the 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.

Witness my hand and official seal hereto affixed the day and year in this certificate above written.

H. T. Sochan
Notary Public in and for the State of Washington,
residing at Seattle.



1937 M. Request of

County Auditor.



Return to
Pacific First National
1310-4th Ave
Seattle, W.

Filed for Record at Request of
Seattle Title Company
203 Second Avenue
Seattle, Wash.

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Windermere 10/7/37