



The J. M. COLMAN COMPANY
Colman Building
Seattle 4, Washington

PANTHER LAKE DEED

The GRANTOR, the J. M. COLMAN COMPANY, a Washington corporation, in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration, conveys and warrants to the GRANTEE:

LOUIS J. McCLEARY and BERTHA M. McCLEARY, his wife
the following described real property situate in Kitsap County, State of Washington, to wit: Lot 37 Block B Panther Lake Tracts.

The above-described property is conveyed subject to the following covenants, conditions and restrictions, hereinafter referred to as restrictions, all of which shall run with the land described herein and shall bind the parties hereto and their respective successors, heirs, executors, administrators and assigns:

- (1) Only one single and detached dwelling to be used as a residence for a single family, together with outbuildings reasonably appurtenant thereto, such as boathouse, garage, servant's quarters, tool house, or greenhouse, may be maintained upon said property.
- (2) No building, or any portion of any building, shall be erected upon said property at a distance of less than ten (10) feet from the side lines thereof, save and except that any outbuilding of the type mentioned in the preceding paragraph hereof, may be built within said ten (10) feet of such side lines, provided the written consent of the owners of all property within a radius of one hundred (100) feet from the boundaries of the property hereby conveyed is first had and obtained.
- (3) Said property shall not be conveyed, sold, rented, or otherwise disposed of, in whole or in part, or be occupied by any person or persons except of the white race; provided, however, that this provision shall not prevent a servant of any lawful owner or occupant of said property from residing therein as an incident to his employment.
- (4) Any breach of these restrictions, 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 these restrictions, 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.
- (5) In the event the Grantee, or any successor in interest to or assignee of the Grantee, shall suffer or permit taxes, assessments or other liens to become and remain delinquent and unpaid, the Grantor, its successors and assigns, may pay and discharge the same, and the amount so paid, together with interest thereon from date of payment thereof at the rate of six percent (6%) per annum, shall attach to and become a lien upon the property, and may be foreclosed by the payor in the same manner as provided by law for the foreclosure of real estate mortgages.
- (6) The acceptance of this deed shall have the same effect and binding force upon the Grantee, and upon any successor in interest to or assignee of the Grantee, 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.

1156
Mailed to
J. M. Coleman
1909 & 1910
Columbia, Mo.

(7) Substantially identical restrictions as herein contained shall be inserted by the Grantor in all deeds hereafter made by the Grantor with respect to any other lots in Blocks A and B, Panther Lake Tracts, in Mason and Kitsap Counties, respectively; save and except that the distance from the side lines of any such properties hereafter conveyed, within which construction is prohibited, may be modified, altered or changed in the discretion of the Grantor.

(8) These restrictions may be amended or modified upon the written agreement of not less than 75% of the owners of Blocks A and B, Panther Lake Tracts, in Mason and Kitsap Counties, respectively. These restrictions, together with any such modifications and amendments, shall be and remain in full force and effect until January 1, 1972, and thereafter may be extended for additional successive periods of not to exceed twenty-five (25) years each, upon the written agreement of not less than 75% of the owners of Blocks A and B, Panther Lake Tracts, in Mason and Kitsap Counties, respectively. Should any of these restrictions or portion thereof, be held to be unlawful or contrary to public policy, or to have been waived or abandoned, the remaining restrictions shall, nevertheless, continue to remain in full force and effect for the period, or any extended periods, hereinbefore stated.

IN WITNESS WHEREOF, said corporation has caused this instrument to be executed by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 14th day of January, 1947.



The J. M. COLEMAN COMPANY

By [Signature]
President

By [Signature]
Vice-President

STATE OF WASHINGTON
County of King

ss.
On this 14th day of January, 1947, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared WALTER L. WYCKOFF and JANE WYCKOFF to me known to be the President and Vice-President, respectively of The J. M. COLEMAN COMPANY, the corporation that executed the foregoing instrument, and acknowledge 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.



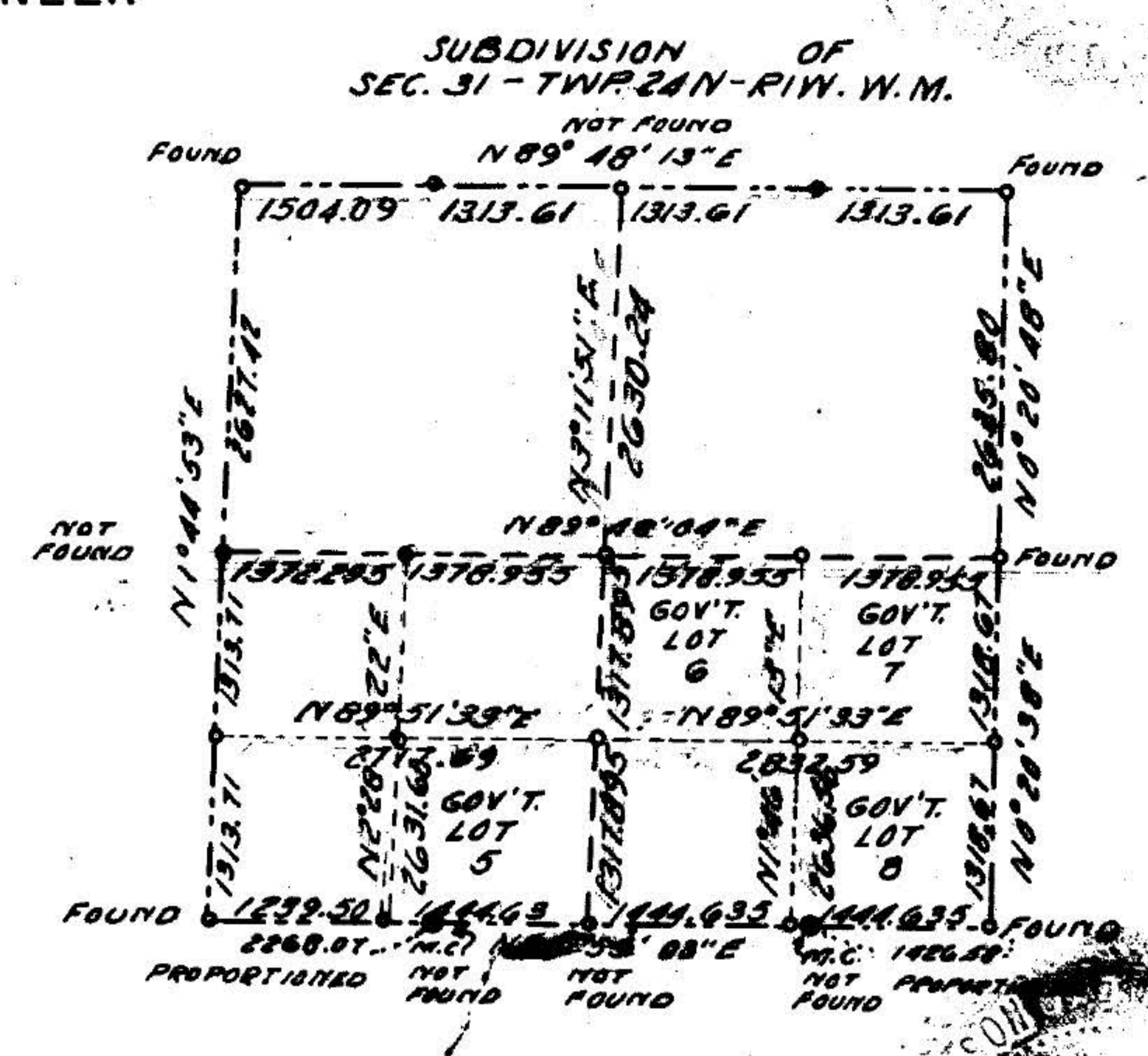
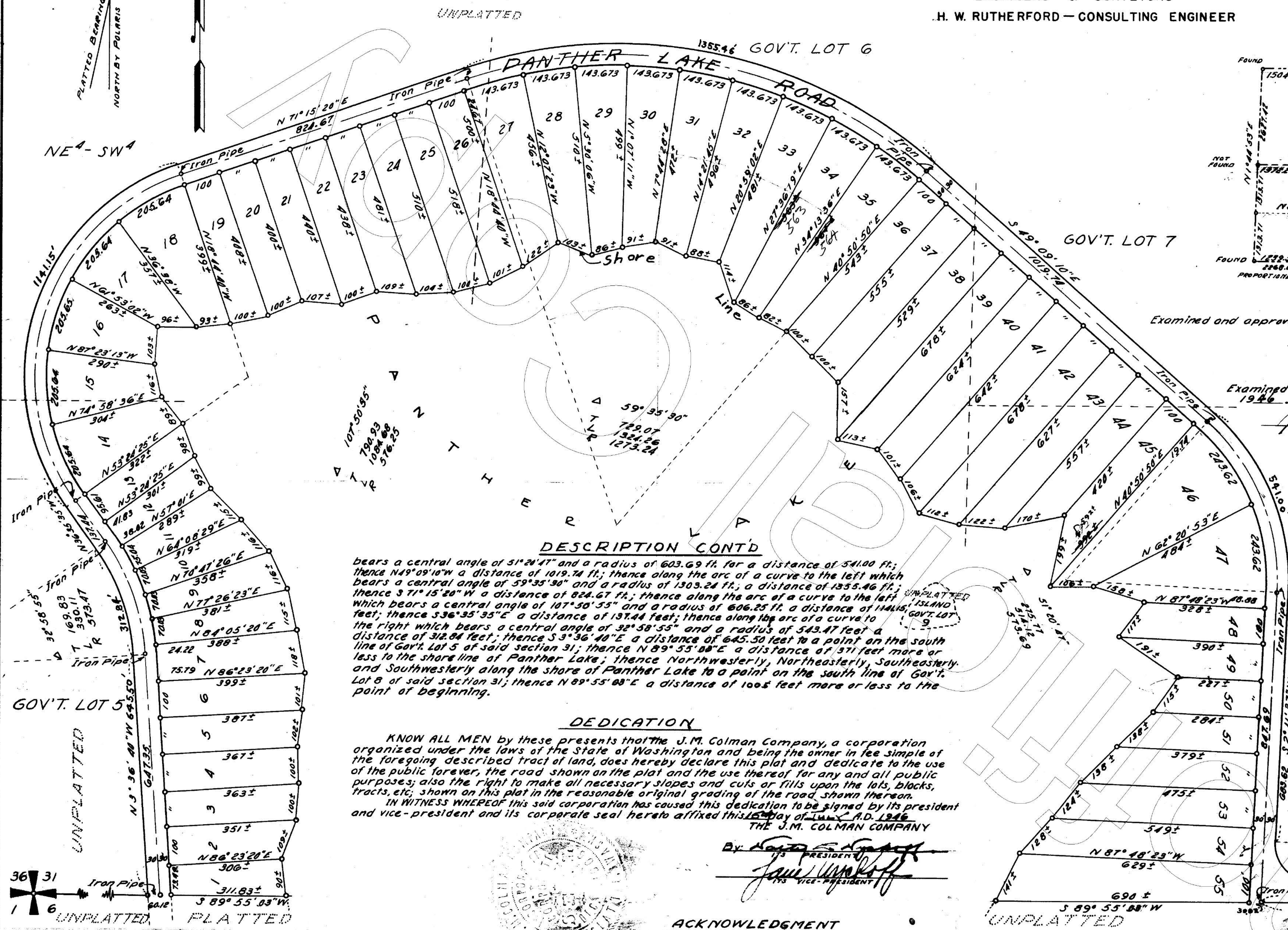
Mary V. Doolittle
Notary Public in and for the State of Washington, residing at Seattle

Filed for Record May 5 1947
Edgar D. Smith, Kitsap County Auditor
Request of [Signature]

PANTHER LAKE TRACTS - BLOCK "B"

SCALE 1"=200'

SPRAGUE & STARBIRD
ENGINEERS & SURVEYORS
H. W. RUTHERFORD - CONSULTING ENGINEER



DESCRIPTION CONT'D

bears a central angle of $51^{\circ}24'41''$ and a radius of 603.69 ft. for a distance of 541.00 ft.; thence $N49^{\circ}09'10''W$ a distance of 1019.74 ft.; thence along the arc of a curve to the left which bears a central angle of $59^{\circ}35'30''$ and a radius of 1303.24 ft.; a distance of 1355.46 ft.; thence $S71^{\circ}15'20''W$ a distance of 824.67 ft.; thence along the arc of a curve to the left which bears a central angle of $107^{\circ}50'55''$ and a radius of 606.25 ft. a distance of 1141.51 feet; thence $S36^{\circ}35'35''E$ a distance of 137.44 feet; thence along the arc of a curve to the right which bears a central angle of $32^{\circ}58'55''$ and a radius of 543.47 feet a distance of 312.04 feet; thence $S3^{\circ}36'40''E$ a distance of 645.50 feet to a point on the south line of Gov't. Lot 5 of said section 31; thence $N89^{\circ}55'00''E$ a distance of 371 feet more or less to the shore line of Panther Lake; thence Northwesterly, Northeasterly, Southeasterly and Southwesterly along the shore of Panther Lake to a point on the south line of Gov't. Lot 8 of said section 31; thence $N89^{\circ}55'00''E$ a distance of 1005 feet more or less to the point of beginning.

DEDICATION

KNOW ALL MEN by these presents that The J.M. Colman Company, a corporation organized under the laws of the State of Washington and being the owner in fee simple of the foregoing described tract of land, does hereby declare this plat and dedicate to the use of the public forever, the road shown on the plat and the use thereof for any and all public purposes; also the right to make all necessary slopes and cuts or fills upon the lots, blocks, tracts, etc., shown on this plat in the reasonable original grading of the road shown thereon.

IN WITNESS WHEREOF this said corporation has caused this dedication to be signed by its president and vice-president and its corporate seal hereto affixed this 15th day of June, A.D. 1946.

THE J.M. COLMAN COMPANY

By *[Signature]* President
[Signature] Vice-President

ACKNOWLEDGMENT

STATE OF WASHINGTON }
 COUNTY OF KING } s.s.

THIS IS TO CERTIFY that on this 15th day of June, A.D. 1946 before me, the undersigned, a notary public in and for the STATE OF WASHINGTON, duly commissioned and sworn, personally appeared Walter L. Wackoff and Jane Wackoff, to me known to be the president and vice-president of The J.M. Colman Company, the corporation that executed the foregoing dedication and acknowledged to me that the said dedication was the free and voluntary act and deed of said corporation for the use and purposes therein mentioned and on oath stated that they were duly authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation.

In witness whereof I have hereunto set my hand and affixed my official seal the day and year above written.

[Signature]
 Notary Public in and for the State of Washington

ENGINEERS CERTIFICATE

I hereby certify that this Plat of Panther Lake Tracts, Block "B" is based upon an actual survey and subdivision of section 31, TWP 24N - R1W, W.M., that the distances and courses shown thereon are correct; that the monuments have been set and lot and block corners staked on the ground.

[Signature]
 PROFESSIONAL ENGINEER
 AND LAND SURVEYOR

Examined and approved this 14 day of December 1946
[Signature]
 Engineer for Kitsap County

Examined and approved this 30 day of Dec. 1946
[Signature]
 Chairman, Board of County Commissioners

[Signature]
 Treasurer of Kitsap County, Washington
 hereby certify that all taxes on the above property directly paid up and including the year 1945

FILED for record of the request of J.M. Colman Co., this 31 day of Dec. 1946 at 2 1/2 minutes past 9 AM o'clock and recorded in Volume 7 of plats, page 31 records of Kitsap County, Washington.

[Signature]
 County Auditor

By *[Signature]*
 Deputy

DESCRIPTION

This plat of Panther Lake Tracts, Block "B" is located in Gov't. Lots 5, 6, 7 and 8 and the NE 1/4 of SW 1/4, Section 31 - TWP 24N - R1W, W.M. and is more particularly described as follows: Beginning at a point on the south line of Gov't. Lot 8, of said section 31 - TWP 24N - R1W, W.M. where the south line of said section 31 intersects the west boundary of the Denatio - Belvoir Road; thence $N69^{\circ}29'50''E$ along the west boundary of said road a distance of 100 ft. more or less to a point which is 60 ft. north and at right angles to the said south line of section 31; thence $S89^{\circ}55'00''W$ a distance of 321 ft. more or less to the beginning of a curve to the right which bears a central angle of $92^{\circ}16'34''$ and a radius of 1011 ft.; thence along the arc of said curve a distance of 1624 ft.; thence $N211^{\circ}37'E$ a distance of 683.68 ft.; thence run on the arc of a curve to the left which