

To
Grace Robbins Moran

Warranty Deed

The Grantor, W. W. Herron, a single man, for and in consideration of Ten Dollars in hand paid, conveys and warrants to Grace Robbins Moran, the following described real estate:

Tract 10, Block 7

Beginning at a point which is 663.795 feet south of the N. E. corner of Government Lot 3, Section 8, Township 24 N., Range 5 E. W. M. and running thence at right angles West 30.00 feet; thence at right angles South parallel to the east line of said Government Lot 3, 1097.21 feet to the true place of beginning; and running thence N 35° 32' 16" W 291.51 feet; thence East 169.43 feet to a line 30 feet west of and parallel to the East line of said Government Lot 3; thence South along the said parallel line 237.21 feet to the true place of beginning.

Reserving an easement for road purposes over that portion of the above described tract as follows:

Beginning at the true point of beginning of this description and running thence N 35° 32' 16" W 291.51 feet; thence East 12.29 feet; thence S 35° 32' 16" E 156.88 feet; thence on a curve to the left having a radius of 40 feet a distance of 38.02 feet; thence East 33.41 feet to a point which bears North from the true point of beginning; thence South 92.80 feet to the true point of beginning.

Tract 11, Block 7

Beginning at a point which is 663.795 feet south of the N. E. corner of Government Lot 3, Section 8, Township 24 N., Range 5 E. W. M. and running thence at right angles West 30.00 feet; thence at right angles South parallel to the east line of said Government Lot 3, 760.00 feet to the true place of beginning; thence continuing South 100.00 feet; thence at right angles West 169.43 feet; thence N. 35° 32' 16" W 122.89 feet to a point which bears West from the true place of beginning. thence East 240.86 feet to the true place of beginning.

Reserving an easement for road purposes over the southwesterly 10 ft of the above described tract.

Tract 12, Block 7

Beginning at a point which is 663.795 feet south of the N. E. corner of Government Lot 3, Section 8, Township 24 N., Range 5 E. W. M. and running thence at right angles West 30.00 feet; thence at right angles South parallel to the east line of said Government Lot 3, 660.00 feet to the true place of beginning, and running thence South 100.00 feet; thence at right angles West 240.86 feet; thence N 35° 32' 16" W. 101.75 feet to a line which is parallel to and 330 feet westerly from the east line of said Government Lot 3; thence North along the said parallel line 17.21 feet to a point which bears west from the true place of beginning; thence East 300.00 feet to the true place of beginning.

Reserving an easement for road purposes over that portion of the above described tract lying southwesterly of a line drawn parallel to and 10 feet northeasterly of the southwesterly boundary of the said tract.

1. The said property is a portion of the property comprised in the said Enatai Waterfront Addition is laid out and sold according to a building scheme subject to the provisions, restrictions and covenants herein as well as for the benefit of the other lots of the Grantor and of all other purchasers of the property comprised in said Addition, as also for the benefit of the Purchaser; and the Purchaser covenants with the Grantor to observe, perform, fulfill and be bound by the following stipulations, restrictions, reservations, conditions and covenants.

a. The Purchaser shall not, before the first day of January, 1944, build on any of the said tracts any building other than one private dwelling house with the necessary outbuildings.

b. No building of any kind shall be erected within ten feet of the side lines of any of the said tracts. No building of any kind shall be erected within one hundred twenty-five feet (125) of the present shore line of Lake Washington on any tract in Block One (1) nor within thirty (30) feet of any road or avenue in the balance of the blocks. No outbuildings shall be erected within one hundred seventy-five (175) feet of the present shore line of Lake Washington in Block One (1) nor within seventy-five (75) feet of any road or avenue of the other tracts which said tract fronts. No privy, sink, vault or dry closet shall

waive the building restrictions so as to permit of the erection of a Club House and watertower.

3. No person or African, Japanese, Chinese or of any Mongolian descent shall be allowed to purchase own or lease said real property or any part thereof.

4. There is reserved hereby over said tracts the subject of this Deed, and the conveyance of said tracts shall contain a reservation in favor of the Grantor of a right-of-way for installing sewers, water pipes, gas mains and under ground electric and telephone or other wiring, said right-of-way to be exercised in a reasonable manner and not over one trench to be opened up through such tracts by the Grantor.

5. Should the Purchaser fail, neglect or refuse to carry out in their entirety the covenants and conditions herein contained, then the Grantor, shall mail to the Purchaser a notice in writing, signed by the Grantor's agent or attorney, to the effect that unless such conditions are complied with within seven (7) days from the mailing thereof, this Deed shall be void and upon said notice being so mailed and upon the Purchaser continuing the default for the space of thirty (30) days thereafter, all rights and interests hereby created or now in force in favor of the Purchaser, or derived under this Deed, shall forthwith cease and determine, and the land hereby deeded shall revert to and revert in the Grantor without any declaration of forfeiture or notice except as hereinbefore mentioned, and without any act of re-entry or any other act of the Grantor to be performed, or any suit or legal proceedings to be brought or taken; and the Grantor shall retain any moneys paid to him as and by way of liquidated damages for the breach of these conditions and not as a penalty, and thereon the Purchaser shall deliver up possession of the said premises to the Grantor and the Purchaser shall have no claim whatever against the Grantor for and by reason of such cancellation and retainer of said money.

6. Any notice to be given to the purchaser under the terms hereunder shall be properly given (in addition to any made in which sum may be given or made according to any law for the time being in force) if sent to the Purchaser by prepaid registered post addressed as follows: Bellevue, Washington, Route #2, and shall be deemed to have been given on the day of posting of such notice and in the event of the Purchaser, their heirs, executors, administrators or assigns, assigning their interest in this property or in the event of the death of the Purchaser, or in the event the Purchaser enters into an agreement for the sale of said tract, any notice given hereunder addressed to the Purchasers as aforesaid shall be valid and sufficient, notwithstanding such death, assignment or agreement.

The benefits derived from the above shall be binding upon the successors and assigns of the Grantor and the heirs, executors, administrators and assigns of the Purchaser.

W. W. Herron

State of Washington)

SS

County of King)

This is to Certify that on this 30th day of July, 1928 before me, the undersigned, a notary public in and for the State of Washington, duly commissioned and sworn, appeared W. W. Herron, to me known and who on oath acknowledged to me that he executed the foregoing instrument as his free and voluntary act and deed for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and official seal the day and year in this certificate first above written.

(O. H. J. Notarial Seal)

(Com. Ex. Oct 1, 1931)

Ofell H. Johnson

Notary Public.

Filed for record at request of F. S. Bayley Sept 24, 1929 at 39 min past 3 P. M.

George A. Grant, County Auditor

LMS

Reel 1452

S. Lake City area

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Lake Washington
07/1928