

1400-461

Company or its assigns, provided, however, that this release and waiver shall not be construed as a waiver or release of the building restrictions, and that if the Seattle Title Trust Company, or its assigns acquires title to the property by foreclosure or otherwise, that it shall be allowed ninety days after written notice of violation of said building restrictions in which to comply with the said restrictions.
(Y.E.Inc.Corp.Seal)

Yesler Estate, Incorporated.

By C. M. Poncin, Its Secretary

State of Washington)ss
County of King

On this 14th day of August, 1928, before me, personally appeared C. M. Poncin, to me known to be the Secretary of the corporation that executed the within and 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 he was authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal the day and year first above written.

(E.C.B. Notarial Seal)

(Com. Ex. Aug. 29, 1931)

E. C. Baird

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

Filed for record at request of Seattle Title Trust Co., Aug. 15, 1928, at 05 min past 4 P.M.

George A. Grant, County Auditor

West Coast Land Company

To

Warranty Deed

Rena Opal Taylor

THE GRANTOR, West Coast Land Co., a corporation duly organized and existing under and by virtue of the laws of the State of Washington, and duly authorized to do business in the State of Washington, for and in consideration of Ten and no/100 Dollars, in hand paid, vouches and warrants to Rena Opal Taylor, the following described real estate:

Lot #92, in the unrecorded plat of Lake McDonald Water Front Tracts, more particularly described as follows: Beginning 674.93 feet north 0° 12' 36" west, thence 217.78 feet west, thence 300.71 feet north 23° 40' west of the southeast corner of the southwest $\frac{1}{4}$ of the northwest $\frac{1}{4}$ of Section 20, Township 23 North, Range 6 E.W.M. to point of true beginning, thence north 23° 40' west 46.12 feet, thence north 79° 32' west 115.12 feet, thence south 12° 57' east 65.01 feet, thence east 117.32 feet, more or less to point of beginning.

This property is sold by the sellers and purchased by the buyers subject to the following provisions, agreements, covenants and restrictions which are binding upon and run in favor of the sellers and the buyers respectively and their and each of their heirs, executors, administrators, successors and assigns, to-wit:

Throughout the period extending from the 1st day of April, 1927, until and including the 31st day of March, 1957, the above described property, and no part thereof shall be used for nor shall there be permitted thereon any public or commercial use of any nature or character whatsoever, no public or commercial amusement enterprise whatsoever, no public or commercial dancing, nor restaurant, no auto park shall be conducted upon the said property, or any part thereof, no building or other structure for the storage of automobiles except for private use, and no public or commercial business for the repair of automobiles shall be conducted upon said property. No dock shall be built into Lake McDonald extending more than 20 feet from the above described property into Lake McDonald, no log booms or other obstructions of any kind shall ever be placed in Lake McDonald in front of this property or in any other part of Lake McDonald, but all parts of Lake McDonald now owned by the West Coast Land Co. shall be free at all times for boating and pleasure uses. Outside toilets must be at least 150 feet from the lake front.

This sale is also subject to the following restriction and covenant which is binding upon the buyers, their heirs, executors, successors, and assigns, namely: that no part of the said property shall be used or occupied by any person of the Malay or of any Asiatic races or descendants or the races commonly known as the Negro races or of their descendants, and the grantees, their heirs, executors, administrators, personal representatives or assigns shall not at any time throughout such period place any such person, in the possession or occupancy of said property, or any part thereof, or permit said property or any part thereof to be used or occupied by any such person excepting only employees in the domestic service on the premises or persons qualified hereunder as occupants and owners and actually residing on the premises. All coal and mineral rights reserved.

Situated in the County of King, State of Washington.

Dated this 2nd day of July, 1928.

IN WITNESS WHEREOF, The grantor, a corporation has caused these presents to be subscribed by its President and its corporate seal to be hereunto affixed and attested by its Secretary, the day and year first above written.
(W.C.L.Co.Corp.Seal)

West Coast Land Company
By R. S. Welch, Its President
Attest:
West Coast Land Company
By Minnie Welch, Its Secretary

SCALE - 200

