



WARRANTY DEED

970805

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The Grantors HERBERT AUSTIN and HJORDIS AUSTIN, husband and wife, for and in consideration of TEN Dollars lawful money of the United States, in hand paid, the receipt whereof is hereby acknowledged, convey and warrant to the Grantees DEXTER H. AUSTIN and RUBY D. AUSTIN, husband and wife, the following described real estate situated in Snohomish County, State of Washington, to-wit:

Part of Lot Fifteen (15), Block Two (2), Shelby No. Four (4), described as follows: Beginning at the Southwest corner of Lot 15; thence Northerly along the Westerly line to the Northwest corner; thence along the North line 165.17 feet; thence Southerly to point on county road 75 feet Easterly of West line; thence Westerly to point of beginning, as per plat recorded in Volume 11 of Plats on page 37, records of said County.

This Deed is given subject to rights of the public to make all necessary slopes for cuts or fills upon the lots shown on this plat in the reasonable original grading of all the lots shown hereon, as reserved in the dedication of the Plat of Shelby No. Four (4).

This Deed is given subject to restrictive covenants contained in Warranty Deed made by Rose & Talbot, Inc., successor to Puget Mill Company, a corporation, to Herbert Austin, a married man, dated May 10, 1948, filed in the Auditor's office of Snohomish County, Washington, June 30, 1948, under File No. 884397 and recorded in Volume 418 of Deeds on page 478, as follows:

That the said Grantee, his heirs and assigns, shall not, at any time prior to December 31, 1951, build, erect or maintain, or cause or permit to be erected, built or maintained, upon said land, or any part thereof, any dwelling house constructed at a cost of less than \$1000.00, and shall not maintain upon the shore of Lake Serene any boathouse, except for the use of the occupants of said premises, houseboat or beach or shore resort of any kind or nature whatsoever, and shall not upon said real property carry on or conduct any business or commercial affairs whatsoever, and shall not upon said property raise any poultry or any animals for commercial purposes or for profit, and that upon said premises no outhouse or outbuilding of any kind shall be erected, except a garage for the use of the occupants of said premises, and that neither the Grantee, nor his heirs or assigns, shall erect, maintain or operate upon said real property, or any part thereof, any eating house, restaurant, soft drink place or other place of public resort, or any commercial business whatever; and upon the further condition, covenant and agreement, and limitation and restriction, that neither the Grantee, nor his heirs or assigns, shall at any time prior to December 31, 1951, construct or maintain upon said premises any cesspool or permit or cause the sewage from said premises, or any house or improvement thereon erected, to flow into Lake Serene, or into any creek running through Shelby No. 4 except by means of a septic tank such as shall be approved by the health authorities of the County of Snohomish or the State of Washington, and shall not dump or throw into either Lake Serene, or any creek running through Shelby No. 4 any refuse or garbage.

And this deed is made upon the further condition, covenant and agreement, limitation and restriction, that neither the said premises or any house, building or improvement thereon erected, shall at any times be occupied by persons of the Ethiopian race, or by Japanese or Chinese, or any other Malay or Asiatic race, save and except as domestic servants in the employ of persons not coming within this restriction.

All of the foregoing conditions, covenants, agreements, limitations and restrictions shall be deemed covenants running with the land and binding upon the Grantee, his heirs, assigns, grantees and personal representatives and in case of a breach of the said conditions, or the violation of the foregoing covenants and agreements to be kept and performed by the said grantee, his heirs, assigns, grantees or legal representatives, then this deed shall be subject to forfeiture and become absolutely null and void, and the title to said premises hereinabove conveyed shall immediately revert to the Grantor, its successors or assigns, as fully and completely as though this deed had never been executed.

This deed is also given subject to an unrecorded easement for power line over the Westerly 5 feet of above described property, as disclosed in contract dated November 3, 1944, filed in the Auditor's office of Snohomish County, Washington, June 1, 1948, under File No. 881306 and recorded in Volume 417 of Deeds on page 189, made by Puget Mill Company, a corporation, to Leslie L. Bence.

Dated October 11, 1950.



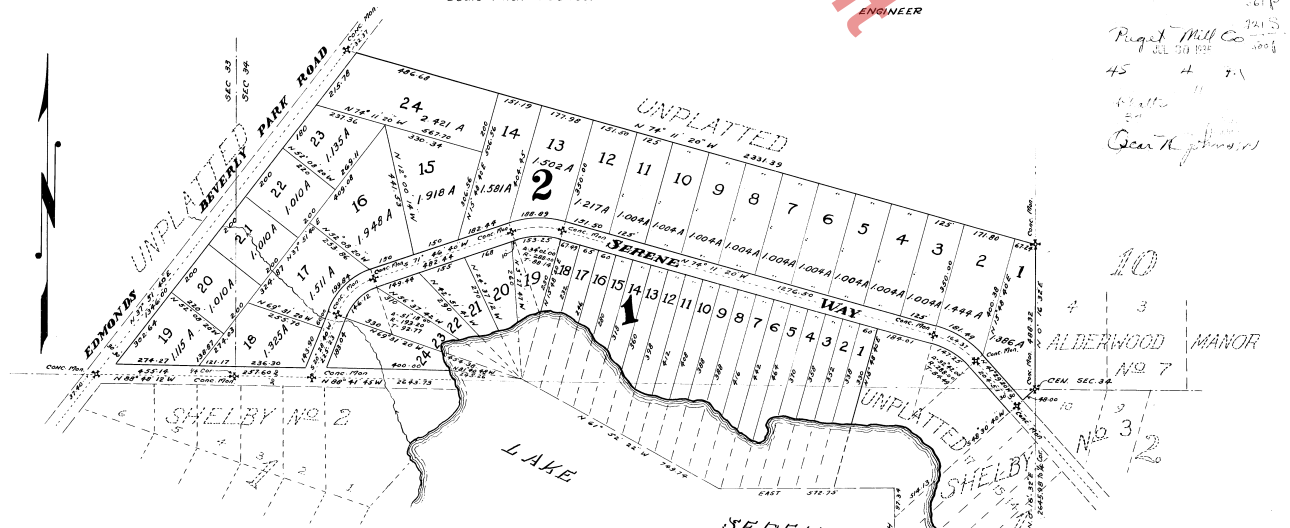
Herbert Austin

Hjordis Austin

SHELBY N^o 4

Scale 1 inch = 200 feet

W^o J. ALEXANDER
ENGINEER



Right Mill Co
ALL 20 1934
45 + 7
11
Glen H. Jones

DESCRIPTION

This Plat of Shelby N^o 4 covers and includes all that portion of the South 1/4 NW 1/4 and the North 1/4 SW 1/4, Section 34, and the S.E. 1/4, N.E. 1/4 Section 33, all in Twp 28 N. R.4 E. W. 2, described as follows: Beginning at the South east corner of the NW 1/4, Section 34, which corner lies N. 0° 16' 32" E. 645.98 feet distant from the South one quarter corner of said Section 34, and proceeding thence S. 48° 30' 40" W. 108.00 feet to the Southerly margin and westerly terminus of Serene Way as platted in Shelby N^o 3, thence N. 47° 25' 20" W. 204.51 feet; thence on a curve to the left having a radius of 288.00 feet a distance of 147.26 feet; thence N. 74° 11' 20" W. 184.01 feet; thence S. 16° 48' 40" W. 330 feet more or less to the Shore of Lake Serene. Also beginning at the said Southeast corner of the NW 1/4, Section 34, and proceeding thence along the easterly line of said NW 1/4, Section 34, N. 0° 16' 32" E. 488.32 feet; thence N. 74° 11' 20" W. 2331.39 feet to the easterly margin of the Edmonds-Beverly Park Road, thence along said easterly margin S. 37° 21' 40" W. 1332.82 feet to the southerly line of the S.E. 1/4, Section 33, thence S. 88° 49' 12" E. 417.74 feet to the easterly one quarter corner of said Section 33, thence S. 88° 41' 45" E. 690.00 feet more or less to the shore of Lake Serene. This description is intended to convey with the tracts fronting on Lake Serene the shore rights adjacent thereto to deep water as indicated on Plat.

I hereby certify that this plat of Shelby N^o 4 is based on an actual survey and subdivision of Sections 33 and 34 Twp 28 N. R.4 E. W. 2 that the distances and courses shown thereon are correct, that the monuments have been set and the tract corners have been staked on the ground.

W. J. Alexander
Engineer

I hereby certify that all Taxes have been paid on the property herein platted as Shelby N^o 4 up to and including the year 1935.

Examined and approved this 18 day of July A.D. 1935
Clemens Fisher
County Engineer

Examined and approved this 30 day of July A.D. 1935
Alfred Verne Sievers
Clerk
William H. Hensley
Chairman of the Board of County Commissioners

560731
Filed for record at the request of Puget Mill Company this 30 day of July A.D. 1935 at 2 minutes past 1 o'clock P.M. and recorded in Vol. 11 of Plats page 27. Records of Snohomish County Washington

Verne Sievers
County Auditor
by Elean M. Peterson
Clerk

DEDICATION

Know all men by these presents that the Puget Mill Company, a corporation organized and existing under the laws of the State of California and having its principal place of business in the City of San Francisco, owner in fee simple of the land hereby platted, hereby declare this plat and dedicate to the use of the public forever all streets, roads and ways so indicated on this plat.

the right to make all necessary slopes for cuts or fills upon the lots, blocks and tracts shown on this plat in the reasonable original grading of all streets, roads and ways shown hereon. In witness whereof we have hereunto set our hands and this 29 day of June A.D. 1935
In presence of
PUGET MILL COMPANY

Eta Sinton
First Vice President
J. D. Jones
Assistant Secretary

ACKNOWLEDGMENT

State of California } ss. June 30 1935
City and County of San Francisco }
This is to certify that on this 30 day of June A.D. 1935 before me the undersigned, a Notary Public, personally appeared T.C. Walker, and Elean M. Peterson, Vice President and Assistant Secretary respectively of the Puget Mill Company, to me known to be the officers of the corporation which executed the foregoing instrument and acknowledged said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and they on oath stated that they were authorized by said corporation to execute said instrument, and that the seal of said corporation hereto affixed is the corporate seal of said corporation. In witness whereof I have hereunto set my hand and official seal the day and year first above written.
Notary Public in and for the State of California residing