

Restrictive covenant from Windermere neighborhood

Warranty Deed

Typewriter Corp. of Washington

To

Mary B. Giffin

THE GRANTOR, Typewriter Corporation of Washington, Seattle, Washington, for and in consideration of Nine Hundred and Fifty Dollars \$950,00 in hand paid, conveys and warrants to Mary B, Giffin, Missoula, Montana, the grantee, the following described real estate:

Tract 40 - Beginning at a point 496,00 feet north of the S.W. corner of the W 1/2 of the N.E. 1/4 of the S.W. 1/4 of the N,W. 1/4 of Section 11, Twp 25 N.R. 4 E.W.M.; thence N. 0° 38' 39" W. 165.26 feet to the N.W. corner of said W. 1/2 of the N.E. 1/4 of the S.W. 1/4 of the N.W. 1/4; thence S. 89° 38' 39" E. 69,97 feet; thence S. 0° 38' 39" E. 165.26 feet; thence N. 89° 38' 39" W. 69.97 feet to the place of beginning; except a strip of land 25 feet wide along the north end thereof which is reserved for road purposes.

This deed is subject to all liens and incumbrances and taxes due in 1928 against the said property and which existed and are subsequent to the 9th day of June, 1928, which grantee assumes and agrees to pay and further subject to the following words which are hereto attached and specifically made a part hereof and marked "Exhibit A."

"Exhibit A."

Subject to the following restrictions, which shall be deemed covenants running with the land, and shall be conditions subsequent which said restrictions and covenants shall be effective until January 1, 1958;

1. There shall not be erected or maintained upon any platted lot any structure other than one single detached dwelling house, with or without private garage, in architecture in harmony with such dwelling house; and said premises shall be used only for private residence purposes.
2. No such dwelling house shall be erected or maintained which shall cost, at prevailing market prices, less than \$5000.00; and the erection of no such house upon said property shall be commenced prior to December 31, 1932, until after plans therefor have been approved by an architect employed by the vendor at its expense.

3. No chickens or other fowl, or animals, except individual household pets, shall at any time be kept or maintained upon said property.

4. No person or persons of Asiatic, African or Negro blood, lineage or extraction, shall be permitted to occupy a portion of said property, or any building thereon; except domestic servant or servants may be actually and in good faith employed by white occupants of such premises.

5. No house or part thereof, or other structure, shall be construed or maintained upon said premises nearer to the front street margin than the line described upon the plat as "building limit."

Upon the violation of any of the foregoing restrictions by the vendee or the officers, agents, devisees, grantees or assignees, of the vendee, the entire estate in the herein described property shall revert to the grantor herein, its successors or assigns.

Together with the appurtenances.

Dated this 1st day of April, 1929.

Citation: Deeds, Vol. 1450, page 348, April 1, 1929. King County Recorder's Office. Courtesy King County Archives and Seattle Civil Rights and Labor History Project.