

403939

COVENANTS and RESTRICTIONS

SEATTLE HOME MORTGAGE CORPORATION, a corporation, purchasers under a real estate contract of real property in an addition described as Lake St. Clair Summer Home Tracts, situated in Thurston County, which plat is recorded in Volume 11, of Plats page 48, records of the auditor of Thurston County, Washington, DO HEREBY DECLARE the following covenants, limitations, and restrictions are covenants running with the land to the whole of the said Addition above described. That the covenants, limitations and restrictions are as follows:

1: The use and occupation of all tracts in said Addition shall be limited to members of the Caucasian race for all time; and no lease or rental by any vendee or grantee shall be permitted or shall be lawful, if made to anyone other than a member or members of the Caucasian race.

2: No purchaser or owner of any tract or tracts in said Addition shall extend fences below the low water mark; and no dock or piling shall be permitted to be erected by any purchaser or owner of any tract to extend more than 35 feet beyond the low water mark.

3: All dwellings should be completed and painted on the outside within twelve (12) months from the beginning of the construction of the said building.

4: That the said tracts shall be used for dwelling purposes only; and no vendee or grantee shall permit or cause to have placed upon the land any dance hall, store, amusement resort or any commercial building whatsoever, for a period of twenty (20) years from date hereof. No boats shall be permitted to be kept for public rental; and no tracts shall be used for public parking of cars. No dock or boathouse shall be used for any public commercial purpose; and any such dock or boathouse shall be for the private use of the owner of the said premises only. That not more than one dwelling house and one guest cottage shall be constructed on each lot or tract; provided however, that this does not prohibit the erection and maintenance of a garage, houseboat or woodshed.

5: That there shall not be kept or maintained, or permitted to be kept or maintained, on the premises, any swine or cattle, prior to January 1, 1966.

6: The Grantors expressly reserve to themselves, their heirs, successors and assigns, a perpetual and reciprocal water use to the portion of these premises which is under water; and this is to be construed to mean that such reservation runs in favor of any owner of property abutting on Lake St. Clair who extends the same reciprocal water use to both the Grantors and the Grantees, or their heirs, successors, or assigns.

IN WITNESS WHEREOF, the said Owners have hereunto caused these  
 presents to be executed this 11th day of March, 1946.

SEATTLE HOME MORTGAGE CORPORATION,  
a corporation

By

a corporation  
Ashley Forrest.  
President

President

Attest:

Richard H. Shattuck  
Secretary

Secretary

ttest:

*Ashley Forrest*  
XXXXXXXXXX-  
XXXXXXXXXX

XKGGKtGNYX-

XXXXXXXXXX

STATE OF WASHINGTON )  
- County of King - ) ss:

On this 11th day of March, 1946, before me, the undersigned, a Notary Public in and for the State of Washington, personally appeared ASHLEY FOREST and RICHARD H. SHORETT, to me known to be the President and Secretary ~~of the same~~ respectively of the Seattle Home Mortgage Corporation, 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 each on oath stated that he was 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 first above written.

*Betula calyc.*

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

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Covenant

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RECORDS  
THURSTON CO.  
WASHINGTON  
VOL. 21  
PAGE 1  
OF

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THIRDS DEPUTY

Went to  
Seattle Home Mortgage  
Corporation  
1325 5th Ave.,  
Seattle, Wash.