



WARRANTY DEED

659762



THIS INDENTURE WITNESSETH, That LARRABEE REAL ESTATE COMPANY, a Washington corporation, hereinafter called the "Grantor", for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration to it in hand paid by ORVILLE M. GARRETT and GRACE A. GARRETT, his wife, hereinafter called the "Grantee", and the performance of the covenants and agreements hereinafter set forth to be performed by the grantee, his heirs and assigns, does by these presents convey and warrant to the grantee, his heirs and assigns the following described premises situate in the County of Whatcom, State of Washington, to-wit:

Lot 1, Block 1, "Edgemoor an Addition to the City of Bellingham, Division No. 3" Whatcom County, Washington, as per the map thereof, recorded in Book of Plats, page in the Auditor's office of said county and state.

TO HAVE AND TO HOLD, the said premises with all appurtenances unto the grantee, his heirs and assigns forever. The grantor for itself and its successors does hereby covenant to and with the grantee that it is the owner in fee simple of said premises, that they are free and clear of all incumbrances except claims, if any arising from the acts of the grantee and that it will warrant and defend the title thereto against all lawful claims whatsoever not based upon such incumbrances. A part of the consideration for the execution of this deed by the grantor are the covenants and agreements hereinafter made and entered into by the grantee by his acceptance of this deed for himself, his heirs and assigns, to-wit:

1. Grantee for himself, his heirs and assigns agrees that no building shall be erected or placed upon the above described property until the design, plans, specifications, and location thereof have been approved in writing by the

grantor and further agrees that in the construction of said buildings that he will construct the same in accordance with the plans and specifications as approved by said grantor.

2. Grantee for himself, his heirs and assigns agrees that any building erected or placed upon the above described property shall not exceed one story in height on the Easterly exposure.

3. Grantee for himself, his heirs and assigns agrees not to erect or permit to be erected on said premises any advertising signs or advertising structures of any nature whatsoever.

4. Grantee for himself, his heirs and assigns agrees that said premises are to be used only for single detached private residential purposes and that the building line shall be at least forty feet (40') from the nearest existing road boundaries ~~(with outbuilding lines at least eighty feet (80') from the nearest existing road boundaries)~~ and that said premises shall not be subdivided.

5. Grantee for himself, his heirs and assigns agrees that **said premises shall be owned and occupied only by persons of the White Race except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.**

6. Grantee for himself, his heirs and assigns agrees that any dwelling placed or erected upon said premises shall be completed as to external appearance within 9 months from the date of commencement of construction.

7. Grantee for himself, his heirs and assigns agrees that until such time as a sewer system may be installed serving the premises herein described, the grantee shall install a septic tank for the disposal of sewage, said septic tank to conform to all of the rules and regulations of the State Department of Health.

8. Grantee for himself, his heirs and assigns agrees that no animals, poultry or livestock shall be kept or harbored on or about said premises, except that this restriction shall not

apply to dogs and cats kept as household pets.

9. All covenants on the part of the grantee herein contained shall run with the land hereby conveyed and shall bind a ll subsequent owners and occupants thereof in like manner as though the provisions of this instrument were recited and stipulated at length in each and every future deed or other instrument of grant or conveyance.

10. It is understood and agreed that the placing of the foregoing restrictions and conditions on the land hereby conveyed entails no obligation, express or implied, on the grantor to place the same restrictions or conditions upon any other land owned by it.

IN WITNESS WHEREOF the said grantor has caused this instrument to be subscribed in its behalf by its officers thereunto duly authorized and its corporate seal to be hereunto affixed this 4th day of August, 1947.

LARRABEE REAL ESTATE COMPANY

BY Charles F. Larrabee
President

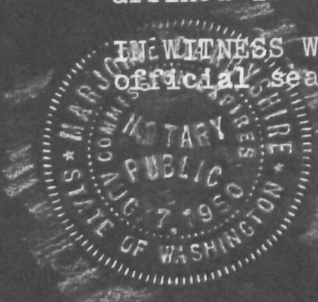
BY James Robertson
Treasurer

STATE OF WASHINGTON)
) ss
COUNTY OF WHATCOM)

On this 4th day of August, 1947 before me personally appeared Charles F. Larrabee and James Robertson, to me known to be the President and Treasurer, respectively of LARRABEE REAL ESTATE COMPANY, 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 they were 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.

Margaret Danby Shice
Notary Public in and for the State
of Washington, residing at Bellingham



Received for record at 3:19 PM MAY 18, 1948
at request of Orville M. Garrett
Will D. Pratt, Auditor Whatcom Co., Wash.