AMENDMENT OF RESTRICTIVE MUTUAL ENFORCEMENT OF WESTOVER

An Addition to King County.

WHEREAS, on the 25th day of February, 1937 there was filed for record in the office of the Auditor of King County, Washington, a plat dated February 15, 1937, of certain land in King County known as "Westover, an Addition to King County", said plat being recorded in the records of said County Auditor in Volume 94 of Plats at pages 71 and 71a, and

WHEREAS, the land in the said Addition is subject to and bound by certain restrictive covenants, a recital of which is set forth in the said plat dated from W. T. Wilcox and Fern Wilcox, his wife, to L. A. Justin recorded on the 15th day of February, 1937 and conveying Lot 1, Block 1 of said Addition, said deed being recorded in the records of said County Auditor in Volume 1921 of Deeds at page 1, and

WHEREAS, a portion of the restrictive and protective covenants of Westover provides that the owner of the legal title to not less than thirty per cent of the land shall not have a residence leased to any tenant in an instrument in writing, or any subsequent power of attorney, amend the Restrictive covenants to state: "Whenever lands in the Addition shall be conveyed to the owner of the legal title to lease the land to any tenant in an instrument in writing, or any subsequent power of attorney, the said W. T. Wilcox and Fern Wilcox, his wife, as the owners of the legal title, to lease the land, shall execute and file such instrument in the office of the County Auditor," and

WHEREAS, W. T. Wilcox and Fern Wilcox, his wife, as the owners of the legal title, to lease the land, shall execute and file such instrument in the office of the County Auditor, and

NOW THEREFORE, the said restrictive and protective covenants of Westover be and they are hereby amended to read as follows:
The work of construction of all buildings and structures shall be prosecuted diligently and continuously from commencement of construction until such buildings and structures are completed and painted.

A private garage may be incorporated in and may be made part of a dwelling house. A building-site is defined as that portion of at least one residence lot which lies back of the line designated as "building limit" on said plat and between lines ten feet distant from and parallel with the lateral and rear lines of said tract.

1. No fence, hedge, hedgerow or wall situated anywhere upon any residence lot shall have a height greater than six feet above the finished graded surface of the ground upon which such fence or wall is situated, nor shall any wall, fence, hedge or hedgerow situated between the building limit line and the street line have a height greater than three feet above the finished graded surface of the ground upon which such wall, fence, hedge or hedgerow is situated.

5. No garage or out-building on a residence lot shall be used as a residence or living quarters except by servants engaged on the premises and except during construction of residence, and then only for a period of not exceeding six months.

6. All bathroom, sink and toilet conveniences shall be inside of house or building and shall be connected by under-ground pipes with a private septic tank of a depth and type of construction approved by King County or State of Washington Health Authorities; PROVIDED, HOWEVER, that when such line of construction is constructed to within one hundred feet of any portion on the front line of the building-site upon which said house or building is located, said bathroom, sink and toilet conveniences shall, within ninety days after the completion of said sewer line, be connected with said sewer pipe if it is possible to connect therewith; it being understood that the grantor is under no obligation to construct such sewer.

7. That no part of any of the residence and/or business lots shall ever at any time be sold, conveyed, leased or rented to or used or occupied or permitted to be used or occupied by any person not of the white or Caucasian race, except such as are in the employ of the resident owners or resident tenants of said lots.

8. No trash, ashes or other refuse may be thrown or dumped on any vacant lot in Westover.

2. No well of any kind shall be dug or operated on any of said property, nor shall any machinery, appliance or structure be placed upon or maintained thereon, except as may be usual and customary in connection with the maintenance of a private residence; nor shall any excavation for stone, sand, gravel or earth be made on said premises unless such excavation is necessary in connection with the erection of an improved structure thereon.