

3241087

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS: That we, the undersigned, are the owners of all the lots in the plat of Windsor Hills Addition to Renton, King County, Washington, and we do hereby certify and declare that the following named restrictions, limitations, and conditions hereinafter set forth, are hereby established with respect to said property as follows, viz:

All lots in the tract shall be known and described as residential lots.

No structure shall be erected, altered, placed, or permitted to remain on any residential building plot other than one single-family detached dwelling and a one- or two-car garage, and child's playhouse, conservatory, or other out-buildings incidental to residential use of the plot.

No single family dwelling shall exceed two stories in height.

No building shall be located nearer than 20 feet to the front lot line nor nearer than 10 feet to any side street line. No building except a detached garage or other outbuilding located 70 feet or more from the front lot line shall be located nearer than 5 feet to any side lot line.

No residential structure shall be erected or placed on any building plot, which plot has an area of less than 6000 square feet or a width of less than 60 feet at the front building setback line, excepting that a single family residence with a garage attached may be built on any lot in said Addition as now platted and recorded on the records of King County, Washington.

No building shall be erected or placed on any lot until the design and location thereof have been approved in writing by a majority of a committee appointed by the subdivider or elected by a majority of the owners of lots in said subdivision, and the name and address of the Chairman of said committee, if appointed, shall be posted in a conspicuous place in said addition. However, in the event that such committee is not in existence or fails to approve or disapprove such design or location within 15 days, then such approval will not be required provided the design and location on the lot conform to and are in harmony with existing structures in the tract. In any case, either with or without the approval of the committee, no dwelling costing less than \$2500.00 shall be permitted on any lot in the tract, and the ground floor square foot area thereof shall not be less than 600 square feet in the case of a one and one-half or two story structure.

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finished outside painting, within six months after construction is begun and shall be connected to septic tank or public sewer.

No race or nationality other than those of the Caucasian race shall use or occupy any dwelling on any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race or nationality employed by an owner or tenant.

No trailer, basement garage, or other outbuildings erected in above tract shall at any time be used as a residence temporarily or permanently, nor shall any residence of a temporary character be permitted.

These covenants and restrictions are to run with the land and shall be binding on all the parties and all persons claiming under them until January 1, 1968, at which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless by the vote of the majority of the then owners of the lots, it is agreed to change the said covenants in whole or in part.

If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions herein, before January 1, 1968, it shall be lawful for any other person or persons owning any other lots in said block to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues for such violation.

Invalidation of any of these covenants by judgment or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

The front line for Lots 1 to 15, inclusive, Block 1, shall be construed as 111th Place Southeast; Lots 1 to 8, inclusive, Block 4, shall be construed as Southeast 127th Street; and Lots 6 to 15, inclusive, Block 5, shall be construed as 115th Avenue Southeast.

No building nor any portion of any building, nor any driveway, nor any other structure shall be placed or maintained between the southeasterly boundary of State Road No. 2, and a line running parallel thereto and a distance of 10 feet southeasterly therefrom and the northerly boundary of Southeast 128th Street and a line running parallel thereto and a distance of 10 feet northerly therefrom. Said 10 foot strips of ground running parallel to said streets shall be used exclusively for the planting of trees and shrubs. Ingress and egress over said 10 foot strips of ground is prohibited except for the purposes of installation and maintenance of plant material.

No building nor any portion of any building shall be placed or maintained between the westerly boundary of 116th Avenue Southeast and a line running parallel thereto and a distance of 10 feet westerly therefrom. Said 10 foot strip of ground running parallel to said street shall be used exclusively for the planting of trees and shrubs, except for driveway where necessary due to contour.

Every person who by deed becomes grantee of any lot, tract, or parcel of land in said blocks will be deemed to have accepted such deed, and title to the lands herein described, subject to all of the restrictions and conditions herein contained, and such shall be binding upon their heirs, assigns and administrators.

Easements for utility installation and maintenance and planting easement areas are reserved, as shown on the recorded plat.

IN WITNESS WHEREOF, we have executed this instrument and we hereby affix our hands and seals this 16th day of May, 1942.

Henry J. Sartori
 Henry J. Sartori, individually, and as trustee
 for Horace L. Sartori and Horace B. Sartori.

Katherine E. Sartori
 Katherine E. Sartori, individually, and as
 trustee for Horace L. Sartori and Horace B.
 Sartori.

Ersilia M. Sbarboro
 Ersilia M. Sbarboro, individually, and as trustee
 for Horace L. Sartori and Horace B. Sartori.

LAURA G. SARTORI, ERSILIA HAHN, KATHRYN BILLS,
 BENICE POWELL, OLIVE C. BALCOM, HORACE L. SARTORI
 AND HORACE B. SARTORI

By Henry J. Sartori
 Henry J. Sartori

By Katherine E. Sartori
 Katherine E. Sartori

By Ersilia M. Sbarboro
 Ersilia M. Sbarboro

THEIR ATTORNEYS-IN-FACT

SELLERS

M. R. Wood
 M. R. Wood

Contract Purchaser

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO:

On this day personally appeared before me Henry J. Sartori, Katherine E. Sartori and Ersilia M. Sbarboro, individually, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of May, 1942.

Sam M. Gugay
Notary Public in and for the State of California
residing at San Francisco.

My commission expires May 9-1946

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO:

On this day personally appeared before me Katherine E. Sartori, Henry J. Sartori, and Ersilia M. Sbarboro, trustees for Horace L. Sartori and Horace B. Sartori, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, as such trustees, for the uses and purposes therein mentioned.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 16th day of May, 1942.

Sam M. Gugay
Notary Public in and for the State of California
residing at San Francisco.

My commission expires May 9-1946

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO:

On this day personally appeared before me Henry J. Sartori, Ersilia M. Sbarboro, and Katherine E. Sartori, to me known to be the individuals described in and who executed the within and foregoing instrument, as Attorneys-in-Fact for Laura G. Sartori, Ersilia Hahn, Kathryn Bills, Benice Powell, Olive G. Balcom, Horace L. Sartori and Horace B. Sartori, and acknowledged to me that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned, as Attorneys-in-Fact for Laura G. Sartori, Ersilia Hahn, Kathryn Bills, Benice Powell, Olive G. Balcom, Horace L. Sartori and Horace B. Sartori, and on oath stated that the Power of Attorney authorizing the execution of this instrument has not been revoked, and that the said Laura G. Sartori, Ersilia Hahn, Kathryn Bills, Benice Powell, Olive G. Balcom, Horace L. Sartori and Horace B. Sartori are now living.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 16th day of May, 1942.

Sam M. Gugay
Notary Public in and for the State of California
residing at San Francisco.

My commission expires May 9-1946

WINDSOR HILLS ADDITION TO RENTON KING COUNTY, WASHINGTON

UNPLATTED

23

SCALE: 1" = 100 FT



WINDSOR HILLS ADDITION

TO RENTON
KING COUNTY, WASHINGTON

SCALE: 1 IN = 100 FT.

DESCRIPTION

THIS PLAT OF WINDSOR HILLS ADDITION TO RENTON COVERS AND INCLUDES ALL OF THE FOLLOWING DESCRIBED PROPERTY IN KING COUNTY, WASHINGTON:

THAT PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION EIGHT, TOWNSHIP 23 NORTH, RANGE 5 EAST, W. M. WHICH LIES EAST OF STATE ROAD No. 2, EXCEPT THE FOLLOWING DESCRIBED TRACT: BEGINNING AT THE SOUTHEAST CORNER THEREOF, THENCE N. 89° 26' 47" WEST 470.09 FEET BEING THE TRUE POINT OF BEGINNING, THENCE N. 11° 03' 40" W. 242.94 FEET, THENCE N. 48° 57' 50" W. 180.00 FEET TO THE EASTERLY LINE OF RIGHT-OF-WAY OF STATE HIGHWAY No. 2, THENCE ALONG SAID RIGHT-OF-WAY LINE SOUTHWESTERLY TO THE SOUTH LINE OF SAID SECTION 8, THENCE S. 89° 26' 47" E. 319.00 FEET MORE OR LESS TO THE PLACE OF BEGINNING.

ALSO, THAT PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 8, WHICH LIES EAST OF SAID STATE ROAD No. 2, AND NORTH OF COUNTY ROAD No. 174 (OLD ISSAQUAH ROAD) EXCEPT THE PORTION THEREOF CONVEYED TO PUGET SOUND POWER & LIGHT COMPANY, A CORPORATION, BY DEED RECORDED IN VOLUME 409 OF DEEDS, PAGE 417, UNDER AUDITORS FILE No. 2500774, RECORDS OF SAID COUNTY, IN WHICH DEED THE GRANTORS RESERVE THE RIGHT TO PLAT STREETS AND ROADWAYS, AND EXCEPT THE EAST 30' THEREOF AND EXCEPT THE NORTH 30' THEREOF.

ALSO, THAT PORTION OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF THE NORTH EAST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 5 EAST, W. M. LYING NORTHERLY OF COUNTY ROAD No. 174 (OLD ISSAQUAH ROAD).

ALSO, THAT PORTION OF THE EAST 120 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 23 NORTH, RANGE 5 EAST, W. M. LYING NORTHERLY OF COUNTY ROAD No. 174 (OLD ISSAQUAH ROAD). ALSO, THE NORTH 40 FEET OF THE EAST 470.09 FEET OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 17, LESS THE SAID EAST 120 FEET THEREOF.

ALL COURSES AND DIMENSIONS ARE AS SHOWN ON THE FACE OF THIS PLAT. ALL MONUMENTS ARE OF CONCRETE EXCEPT AS OTHERWISE DESIGNATED.

RESTRICTIONS

NO LOT, OR PORTION OF A LOT IN THIS PLAT, SHALL BE DIVIDED AND SOLD OR RESOLD, OR OWNERSHIP CHANGED OR TRANSFERRED, WHEREBY THE OWNERSHIP OF ANY PORTION OF THIS PLAT SHALL BE LESS THAN THE AREA REQUIRED FOR THE USE DISTRICT STATED ON THIS PLAT, NAMELY, SIX THOUSAND (6,000) SQUARE FEET. ALL LOTS IN THIS PLAT ARE HEREBY RESTRICTED TO RESIDENCE USE, GOVERNED BY RESTRICTIONS, RULES AND REGULATIONS OF COUNTY RESOLUTION No. 6494 AND ANY SUBSEQUENT CHANGES MADE THEREIN BY OFFICIAL COUNTY RESOLUTION.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS, THAT WE, M. R. WOOD, CONTRACT PURCHASER, JOINED IN THE EXECUTION OF THIS PLAT BY GEORGIE W. WOOD HIS WIFE, AND HENRY J. SARTORI, ERSILIA M. SBARBORO, KATHERINE E. SARTORI, LAURA G. SARTORI, ERSILIA HAHN, KATHERINE BILLS, BENICE POWELL, OLIVE G. BALCOM, HORACE L. SARTORI, HORACE B. SARTORI AND HENRY J. SARTORI, ERSILIA M. SBARBORO AND KATHERINE E. SARTORI, TRUSTEES FOR THE USE AND BENEFIT OF HORACE L. SARTORI AND HORACE B. SARTORI, BOTH OF WHOM ARE LIVING AT THE DATE OF THIS PLAT; OWNERS IN FEE SIMPLE, HEREBY DECLARE THIS PLAT AND DEDICATE TO THE USE OF THE PUBLIC FOREVER THE STREETS AND PARK SHOWN HEREON AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, ALSO THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS OR FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON IN THE ORIGINAL REASONABLE GRADING OF ALL THE STREETS AND AVENUES SHOWN HEREON.

IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS 27TH DAY OF FEBRUARY, A. D. 1942:

M. R. WOOD
GEORGIE W. WOOD

HENRY J. SARTORI
HENRY J. SARTORI, INDIVIDUALLY AND AS TRUSTEE
FOR HORACE L. SARTORI AND HORACE B. SARTORI

KATHERINE E. SARTORI
KATHERINE E. SARTORI, INDIVIDUALLY AND AS TRUSTEE
FOR HORACE L. SARTORI AND HORACE B. SARTORI

ERSILIA M. SBARBORO
ERSILIA M. SBARBORO, INDIVIDUALLY AND AS TRUSTEE
FOR HORACE L. SARTORI AND HORACE B. SARTORI

LAURA G. SARTORI, ERSILIA HAHN,
KATHERINE BILLS, BENICE POWELL,
OLIVE G. BALCOM, HORACE L. SARTORI
AND HORACE B. SARTORI

BY HENRY J. SARTORI
BY KATHERINE E. SARTORI
BY ERSILIA M. SBARBORO
THEIR ATTORNEYS IN FEE...

ACKNOWLEDGEMENT

STATE OF WASHINGTON } ss
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 27TH DAY OF FEBRUARY, A. D. 1942, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED M. R. WOOD AND GEORGIE W. WOOD, HIS WIFE TO ME KNOWN TO BE THE PERSONS WHO EXECUTED THE FOREGOING DEDICATION, AND WHO ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED.

WITNESS MY HAND AND OFFICIAL SEAL THE DAY AND YEAR FIRST ABOVE WRITTEN.

E. O. HUMPHREY
NOTARY PUBLIC IN AND FOR THE STATE OF
WASHINGTON RESIDING AT SEATTLE.



ACKNOWLEDGMENT

STATE OF CALIFORNIA } ss
COUNTY AND CITY OF SAN FRANCISCO

ON THIS DAY PERSONALLY APPEARED BEFORE ME HENRY J. SARTORI, ERSILIA M. SBARBORO, AND KATHERINE E. SARTORI, INDIVIDUALLY AND AS TRUSTEES FOR THE USE AND BENEFIT OF HORACE L. SARTORI AND HORACE B. SARTORI, AND ALSO AS ATTORNEYS IN FACT FOR LAURA G. SARTORI, ERSILIA HAHN, KATHRYN BILLS, BENICE POWELL, OLIVE G. BALCOM, HORACE L. SARTORI, AND HORACE B. SARTORI, TO ME KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME AS THEIR FREE AND VOLUNTARY ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED, AND ON OATH STATED THAT THE POWER OF ATTORNEY AUTHORIZING THE EXECUTION OF THIS INSTRUMENT HAS NOT BEEN REVOKED AND THAT THE SAID LAURA G. SARTORI, ERSILIA HAHN, KATHRYN BILLS, BENICE POWELL, OLIVE G. BALCOM, HORACE L. SARTORI, AND HORACE B. SARTORI ARE NOW LIVING.

GIVEN UNDER MY HAND AND OFFICIAL SEAL THIS 18 DAY OF APRIL, 1942.

SAM P. CUGAZ
NOTARY PUBLIC IN AND FOR THE STATE OF CALIFORNIA
RESIDING AT SAN FRANCISCO
MY COMMISSION EXPIRES APRIL



EXAMINED AND APPROVED THIS 12TH DAY OF MAY, A. D. 1942.

ATTEST: ELMER H. KENNEDY
CLERK, BOARD OF KING COUNTY COMMISSIONERS
TOM SMITH
CHAIRMAN, BOARD OF KING COUNTY COMMISSIONERS

3240369

FILED FOR RECORD AT THE REQUEST OF THE KING COUNTY PLANNING COMMISSION THIS 15 DAY OF MAY, A. D. 1942, AT 05 MINUTES PAST 10 A. M., AND RECORDED IN VOLUME 38 OF PLATS, PAGES 22-23, RECORDS OF KING COUNTY, WASHINGTON.

ROBERT A. MORRIS
KING COUNTY AUDITOR
BY M. J. S. WILLIAMS
DEPUTY COUNTY AUDITOR

I HEREBY CERTIFY THAT THE WITHIN PLAT OF "WINDSOR HILLS ADDITION TO RENTON" IS DULY APPROVED BY THE KING COUNTY PLANNING COMMISSION THIS 14 DAY OF MAY, A. D. 1942.

CLINTON S. HARLEY
CHAIRMAN OR VICE CHAIRMAN
OTWAY PARDEE
SECRETARY
DON S. JOHNSON
PLANNING ENGINEER AND EXECUTIVE OFFICER

EXAMINED AND APPROVED THIS 12TH DAY OF MAY, A. D. 1942

J. R. HEATH
KING COUNTY ROAD ENGINEER



CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT OF WINDSOR HILLS ADDITION TO RENTON "IS BASED UPON AN ACTUAL SURVEY AND SUBDIVISION OF SECTIONS 8 & 17, TWP 23 N., R. 5 E., W. M., THAT THE DISTANCES, COURSES AND ANGLES ARE SHOWN THEREON CORRECTLY; THAT MONUMENTS HAVE BEEN SET AND LOT AND BLOCK CORNERS STAKED CORRECTLY ON THE GROUND; THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF THE STATUTES AND OF THE REGULATIONS GOVERNING PLATING.

L. N. B. WEY
CERTIFICATE No. 838
RENEWAL No. 175
DATE, FEB. 27, 1942



Unofficial