

AMENDMENT OF RESTRICTIVE MUTUAL EASEMENTS 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 34 of Plats at pages 21 and 21a, and

WHEREAS, the land in the said Addition is subject to and bound by certain restrictive mutual easements, hereinafter referred to as "Restrictive Mutual Easements of Westover", which are set forth in that certain deed from W. H. Boeing and Bertie Boeing, his wife, to L. A. Weston executed on the 14th day of February, 1937 and conveying Lot 1, Block 4 of said Addition, said deed being recorded in the records of said County Auditor in Volume 1721 of Deeds at page 1, and

WHEREAS, paragraph 16 of the Restrictive Mutual Easements of Westover provides that the owners of the legal title to not less than thirty residence lots may at any time, by an instrument in writing duly signed and acknowledged by them, amend the Restrictive Mutual Easements of Westover, insofar as they pertain to residence lots, upon the filing for record of such instrument in the office of said County Auditor, and

WHEREAS, W. H. Boeing and Bertie Boeing, his wife, are the owners of the legal title to more than thirty residence lots in said Addition,

NOW THEREFORE, the said restrictive mutual easements 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.

4. 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 a sewer line 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.

9. 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.

# WESTOVER

AN ADDITION TO KING CO. WN.  
SCALE 1 IN = 100 FT

Harford & Henry, Civil Engrs



## DESCRIPTION

This Plat of WESTOVER covers and includes all that portion of the NE 1/4 of the SW 1/4, and of the NW 1/4 of the SW 1/4 of Section 10 in Township 26, North 7th, Range 1, East 2d, and the NW 1/4 of Section 11 in Township 26, North 7th, Range 1, East 2d, now known as Westminister Way, and the Westover portion of the East 2d of the King County for and purposes and the portion thereof for Comfort Right of Way of the Pacific Northwest Traction Company.

## DEDICATION

Now all men by these presents, that we, W.E. Boeing and Bertha Boeing, husband and wife, owners in fee simple of the Tracts of land Platted in this WESTOVER, do hereby declare this plat and dedicate to the use of the public forever all the streets, avenues, ways, places or alleys shown hereon, 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 and fills upon the lots shown upon this plat in the reasonable original grading of streets, avenues, ways or places shown hereon.

In witness whereof, we have set our hands and seals this 15th day of February, A.D. 1937

W.E. Boeing and  
Bertha Boeing, his wife  
By **D. R. DREW**  
Their Attorney in Fact

## ACKNOWLEDGEMENT

I, **D. R. DREW**, Notary Public for the State of Washington, duly Commissioned and sworn, personally appeared **D.R. Drew**, from whom it is the individual who executed the foregoing instrument as attorney in fact of **W.E. Boeing and Bertha Boeing**, his wife, and acknowledged to me that he is said principal, freely and voluntarily, for the uses and purposes therein stated, and on oath stated that the power of attorney aforesaid, for the execution of this instrument has not been renewed and now existing.

Witness my hand and official seal hereunto on the day and year in this certificate of been written.

**L. A. PELTON**  
Notary Public in and for the State of Washington



STATE ROAD No. 1  
AURORA

Estimated and Approved this 15th day of February, A.D. 1937  
**LOUIS NASH**  
Chairman, Board of County Commissioners  
Approved by **Marion Kelenz**  
Dep. Clerk of Board of County Commissioners  
2933524

Filed for Record in the office of King County Engineer on the 25th day of February, A.D. 1937, at 10:30 a.m. and recorded in Volume 28 of Book 11 of the Records of King County, Washington.  
By **J.C. Miller**, County Engineer

Examined and approved this 15th day of February, 1937  
**J.P. BODD**  
County Engineer

