ing described land:

Lots one (1) and Six (6) to Twenty (20) Inclusive, Block 2, all of Block 1, and Lots five (5) to ten (10) Inclusive, Block 3, C.B.Niblock's Addition to the City of Seattle, as recorded in Vol. 33 of County Plats, Page 22.

And Whereas the said Owner is about to file for record in the office of the Auditor of King County, Washington, a plat of said land, which plat will be known as Hawthorne Homes Addition. And Whereas following the filing of said plat the said Owner will make sales of the real property embraced in said plat, and said Owner desires that all sales of such real property shall be made subject to certain reservations and protective and restrictive covenants, the purpose of which are to insure the use of the property for attractive residential purposes to prevent nuisances, to maintain the desired tone of the community, and thereby to secure to each property owner the full benefit and enjoyment of his home, with no greater restrictions upon the free and undisturbed use of his property than are necessary to insure the same advantage to other owners.

Now Therefore Know All Men by These Presents:

That the said Owner hereby certifies and declares that the Owner has established and hereby does establish a general plan for the development, improvement, maintenance, and protection of the real property embraced in said plat and has established and does establish the protective restrictions and reservations hereinafter set forth upon, and subject to which, all lots, tracts, and parcels of land shall be held and/or sold by such Owner, and each of which is, and all of which are, for the benefit of the real property embraced in said plat, and all persons who may become the owners of lots, tracts or parcels of land in said plat, and each and all of which shall inure to and pass with each and every lot, tract or parcel of land in said plat, and shall apply to and bind the respective successors in interest of every owner in said plat, and which restrictions are and each thereof is imposed upon the real property embraced in said plat as a servitude in favor of the real property embraced in said plat and each and every lot, tract or parcel of land in said plat as the dominant tenement or tenements as follows, to-wit:

No building shall be erected, placed, or altered on any building plot in this subdivision until the building plans, specifications, and plot plan showing the location of such building have been approved in writing by a majority of a committee composed of J. Stanley Long and Albert A. Geiser, or their authorized representative, for conformity and harmony of external design with existing structures in the subdivision; and as to location of the building with respect to property and building setback lines. In the case of the death of any member or members of said committee, the surviving members or member shall have authority to approve or disapprove such design or location. If the aforesaid committee or their authorized representative fails to approve or disapprove such design and location within 30 days after plans have been submitted to it, or if no suit to enjoin the erection of such building, or the making of such alterations has been commenced prior to the completion thereof, such approval will not be required. Said committee or their authorized representative shall act without compensation. Said committee shall act and serve until 1947, at which time the then record owners of a majority of the lots which are subject to the covenants herein set forth may designate in writing duly recorded among the land records their authorized representative who thereafter shall have all of the powers, subject to the same limitations, as were previously delegated herein to the aforesaid committee.

(1) All lots in the tract shall be known and described as residential lots; no structures shall be erected, altered, placed, or permitted to remain on any residential building plot other than one detached single-family dwelling not to exceed two stories in height and a private garage for not more than two cars.

(2) No building shall be located on any residential building plot nearer than fifteen (15) feet to the front lot line, nor nearer than ten (10) feet to any side street line. No building, except a garage or other outbuilding located fifty (50) feet or more from the front lot line, shall be located nearer than five (5) feet to any side lot line.

(3) No residential structure shall be erected or placed on any building plot, which plot has an area of less than five thousand (5000) square feet or a width of less than fifty (50) feet at the front building setback line, except that a residence may be erected or placed on Lot Twenty (20), Block Two (2), as shown on recorded plat.

(4) No nozious or offensive trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

(5) No persons of any race other than the White or Caucasian race shall use or occupy any building or any lot, except that this covenant shall not prevent occupancy by domestic servants of a different race domiciled with an owner or tenant.

Page One.

312-8-9-8-3-

RESTRICTIVE COVENANTS AND RESERVATIONS RECORDED WITH PLAT OF HAWTHORNE HOMES ADDITION

WHEREAS HAWTHORNE HOMES, INC., hereinafter called "The Owner", is the Owner of the follow-

(6) No fowl or animal other than song birds, dogs or cats as household pets, shall at any time be kept upon land embraced in this addition. Trees or shrubs grown on any lot shall not be allowed to exceed fifteen (15) feet in height if obstructing the view of surrounding property. (7) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected in the tract shall at any time be used as a residence temporarily or permanently; nor shall any residence of a temporary character be permitted. (8) No structure shall be moved onto any lot unless it shall conform to and be in harmony with existing structures in the tract. (9) No dwelling costing less than \$3600.00 shall be permitted on any lot in the tract. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall be not less than 850 square feet in the case of a one-story structure nor less than 700 square feet in the case of a one and one-half or two-story structure. (10) 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, 1965, it shall be lawful for any other person or persons owning any other lots in said development or sub-division 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 or prevent him or them from so doing to recover damages or other dues for such violation. (11) These covenants and restrictions are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 1965, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless by a vote of the majority of the then owners of the lots it is agreed to change said covenants in whole or in part. (12) Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect. HAWTHORNE HOMES, INC. SIGNED: Its President It's Secretary STATE OF WASHINGTON) duly commissioned and sworn, nersonally anneared Secretary, respectively, of untery act and deed of said cornoration, for the and on oath stated that that the seal affired is the corporate seal of residing

protective Restrictions

ersigned, a Notary Public

authorized

the day and year in this certificate

for the State of Washington



DESCRIPTION

DESCRIPTION This Plot of C.P. Nibleska Addition to Sectile com-prises all of Tracts Jack and the costern por-tion of Tracts Jing the Public L and Charastern por-bubdivision of the N.E. ⁴⁴, E. ¹⁴, a the N.W. ⁴⁶, and the N.E. ¹⁴, of the S.W. ⁴⁴, etc. ¹⁴, a the N.W. ⁴⁶, and the N.E. ¹⁴, of the S.W. ⁴⁴, etc. ¹⁴, a the N.W. ⁴⁶, and the N.E. ¹⁴, of the S.W. ⁴⁴, etc. ¹⁴, a the N.W. ⁴⁶, and the N.E. ¹⁴, of the S.W. ⁴⁴, etc. ¹⁴, a the N.W. ⁴⁶, and the N.E. ¹⁴, of the S.W. ⁴⁴, etc. ¹⁴, a the N.W. ⁴⁶, and the N.E. ¹⁴, of the S.W. ⁴⁴, etc. ¹⁴, a the N.W. ⁴⁶, and ¹⁴, ¹

Lhereby certify that this plat of C.B. Niblock's Addition to Seattle is based upon an actual survey and subdivision of said Tracts 42-45 and 51; that the distances and courses shown thereon are correct ; that monuments have been set and the lot and block corners have been staked on the ground

Walter W. Weedin. Civil Engineer,

undersigned, C.B. Niblock and Anna M. Niblock his wife, owners in fee simple of the land hereby platted, do hereby declare this plat, and dedicate plated, do hereby declare this plat, and dedicate to the use of the public forver all streets, avenues and alleys or whatever public, property there is shown on the plat and the use thereaf for any and all public purposes, not inconsistent with the use thereaf for public highway purposes: also the right to make all necessary slopes for cuts or fills upon the lois, blocks and tracts shown upon this plat, in the original, reasonable grading of all the strend withese whereaf we have the to be the our hands and seals this fight day of July _____

A.D. 1929

C. B. Niblock Anno M. Niblock Witnesses D.L. Bell 1.R. Wigmore

Examined and approved this 26th day of August A.D. 1929

W. D. Barkhuff City Engineer

Approved by the Mayor and the City Council by Ordinance No 58150, this 4th day of Sept. A.D. 1929

Frank Edwards Mayor Attest H.W Carroll By E.M. Street Deputy

ACKNOWLEDGMENT

State of Nashingford 5.5. Contra of King 5. July A.D. 1929, before me the undersigned, a Notary Public, in and for the State of Washington, duly commissioned and sworn, personally appeared C.B. Niblock, and Anna M. Niblock, his wife, to me known to be the persons who executed the foregoing dedication, and acknow-ledged to me hat they signed and sealed the same as their free and voluntary act and deed for the uses and purposes therein mentioned

In witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written

I.R. Wigmore Notary Public in and for the State of Wash ington residing at Seattle.



2563027

Filed for record at the request of the City Engineer this Jas day of October A.D. 1929, of 39. minutes post 2. B.M. Cond recorded M. Volume 32. of Plats, page 22. Records of King County, Washington

County Auditor.

Bu Clerk

Thomas H. Carder Del