

3141978

DECLARATION OF RESTRICTIONS

FOSTER R. PALMER, having heretofore platted an addition to the City of Seattle, King County, Washington, known as Hawthorne Heights No. 3, hereby declares as follows:

That the restrictions numbered 1 to 32 contained in the attached sheets and by this reference made a part hereof, are hereby declared to be applicable to Blocks 1, 2, 3 and 4 of subdivision known as Hawthorne Heights No. 3 Addition to the City of Seattle, Washington, recorded in Volume 36 of Plats, page 46 records of said King County, Washington.

Dated this 21 day of January, 1941.

Foster R. Palmer

STATE OF WASHINGTON)
COUNTY OF KING) SS

THIS IS TO CERTIFY, that on this 21st day of January, 1941, before me, the undersigned, personally came FOSTER R. PALMER, to me known to be the individual described in and who executed the within instrument, and acknowledged to me that he signed the same as his free and voluntary act and deed for the uses and purposes therein mentioned.

WITNESS MY HAND AND OFFICIAL SEAL the day and year in this certificate above written.

James J. Dineen

NOTARY PUBLIC in and for the State of Washington, residing at Seattle.



HAWTHORNE HEIGHTS NO. 3

1. No structure shall be erected other than one detached single family dwelling not to exceed two stories in height and a one or two car garage.
2. No dwelling costing less than \$3800.00 shall be permitted on 51st Avenue Northeast. (Purdue Road)
3. No dwelling costing less than \$3600.00 shall be permitted on 52nd Avenue Northeast. ()
4. No residential lot shall be sub-divided into building plots having less than 5000 square feet of area or a width of less than 50 feet each, nor shall any building be erected on any residential building plot having an area less than 750 square feet or a frontage of less than 25 feet.
5. Plans for the original structure and any later external additions or alterations shall be drawn by a licensed architect and be approved by grantor of property or his authorized agent, one set of plans to be given to grantor during construction of dwelling. Structures shall conform to and be in harmony with existing structures in the tract.
6. Power and light wires shall be conducted from pole to houses in a single cable, and meter outlet shall be so located that the distance between outlet and pole will be the shortest distance. Power and light wires shall be conducted from pole to houses in a conduit to lots 1 to 4 inclusive, block one.
7. Front building line shall be twenty feet back of front or rear property line, except in special cases owing to contour of land, building line can be less for garages only if permission is obtained from grantor of property or his authorized agent. No structure shall be permitted nearer than 15 feet to the side street lines. Grantor has right to specify a set building line.
8. Building line to be five feet from property line on each side.
9. Only two dogs allowed to family; only one cat.
10. No poultry allowed; no animals allowed other than household pets.
11. Each owner of property must pay for his proportion of cost of paving street in front of house, which will be approximately \$5.00 a year (not over). This is to be done in spring of year.
12. No spite fences allowed. Before construction of fence a written permission must be obtained from grantor or his authorized agent. Fences can either consist of steel, wood, or ornamental shrubs.
13. No tree can be cut down without first obtaining permission of grantor of property or his authorized agent.
14. Trees must be trimmed if they interfere with view of other property owners.
15. No building to be permitted to stand in an unpainted condition.
16. No billboards allowed; no clothes lines allowed.
17. No "for sale" sign larger than fourteen inches by twenty-four inches to be maintained on property.
18. Grantor may erect and display signs during period he is selling property in said addition. Grantor may erect small office during period he is selling property in said addition.

HAWTHORNE HEIGHTS NO. 3 (cont.)

19. No assignment nor transfer of this contract or interest therein by vendor shall be valid or binding upon vendor without his consent in writing.
20. Each owner of said lot in this development automatically upon signing contract or accepting deed gives an easement to power and light company to run an underground power and light system on said property; also an easement for water line to be run within three feet of said property front line or any side of said property line. Also, any owner of lot automatically gives an easement for running of sewer line on property lines. Person going through other person's property must leave property in orderly manner, replacing shrubs, flowers, or lawn.
21. A perpetual easement is reserved over the rear five feet of each lot for utility installation and maintenance.
22. No rubbish allowed to be dumped in vacant lots.
23. Lots cannot be sub-divided, except that each adjoining owner of a lot may buy one-half or more thereof so as to increase the size of each owner's present lot. If any lot exceeds 65 feet in width, the amount of such excess may be deeded to the adjoining owner.
24. 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 temporary character be permitted.
25. Racial restrictions; Said lots or structures shall not be rented, leased, or occupied by persons other than those of the white race, except domestic servants.
26. No outhouse for lavatory or privy purposes shall be erected nor maintained on said lot or lots; such conveniences must be incorporated within, or as a part of the building to which they appertain; this convenience shall be connected to main sewer line or United States Public Health Department approved septic tank.
27. No excavating shall be done for the purpose of obtaining dirt, except for grading lot.
28. Excavating not to be started until financial arrangements are assured. Building must be started within ninety days after excavating is completed. Dwelling must be completed within twelve months from time excavating starts.
29. All septic tanks and laterals must be approved by the City of Seattle before being covered, and also by grantor of property.
30. 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, 1964, at which time said covenants and restrictions shall terminate. (However, the covenants and restrictions herein contained, or any portion thereof, may be extended for additional periods of time by making appropriate provisions therefor.)

HAWTHORNE HEIGHTS NO. 3 (cont.)

31. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing or to recover damages or other dues for such violation.
32. 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.

Filed for Record Jan. 21, 1942 12:32 P.M.
Request of Foster R. Palmer
CARL MILLIKIN, County Auditor

HAWTHORNE HEIGHTS NO.3

AN ADDITION TO THE CITY OF SEATTLE

SAMUEL J. HUMES
REGISTERED CIVIL ENGINEER

SCALE 1IN = 100FT

DECEMBER - 1940

DESCRIPTION

THIS PLAT OF HAWTHORNE HEIGHTS No. 3, AN ADDITION TO THE CITY OF SEATTLE, WASHINGTON, EMBRACES THE FOLLOWING DESCRIBED PROPERTY: PART OF THE NE 1/4 OF THE NE 1/4 OF SECTION 10, TWP. 25 N., R. 4 E., W. W., BEGINNING AT A STONE MONUMENT AT THE INTERSECTION OF 50TH AVE. N.E. AND EAST 65TH ST., AS PLATTED IN HAWTHORNE HILLS ADDITION; THENCE SOUTH 89° 53' 13" E. A DISTANCE OF 193.50 FEET TO THE TRUE POINT OF BEGINNING; THENCE NORTH 0° 34' 25" W. A DISTANCE OF 950.46 FEET; THENCE NORTH 89° 53' 13" W. A DISTANCE OF 140.00 FEET; THENCE NORTH 0° 34' 25" W. A DISTANCE OF 327.90 FEET; THENCE NORTH 73° 17' 08" E. ALONG THE SOUTHERLY LINE OF EAST 65TH ST. A DISTANCE OF 80.00 FEET TO A POINT OF CURVE; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET A DISTANCE OF 88.79 FEET; THENCE SOUTH 89° 45' 23" E. ALONG THE SOUTH LINE OF EAST 65TH ST. A DISTANCE OF 302.03 FEET; THENCE SOUTH 0° 34' 25" E. A DISTANCE OF 361.98 FEET; THENCE SOUTH 12° 03' 10" W. A DISTANCE OF 192.00 FEET; THENCE SOUTH 0° 34' 25" E. A DISTANCE OF 120.00 FEET; THENCE SOUTH 89° 25' 35" W. A DISTANCE OF 145.00 FEET; THENCE SOUTH 0° 34' 25" E. A DISTANCE OF 622.25 FEET; THENCE NORTH 89° 53' 13" W. A DISTANCE OF 140.00 FEET TO THE TRUE POINT OF BEGINNING, EXCEPTING THE FOLLOWING: THAT PORTION OF LOTS 2 AND 10 OF VACATED STATE SUBDIVISION OF SECTION 10, TWP. 25 N., R. 4 E., W. W. DESCRIBED AS FOLLOWS: BEGINNING AT A STONE MONUMENT WHICH IS THE COMMON CORNER OF SECTIONS 2, 3, 10 AND 11, TWP. 25 N., R. 4 E., W. W.; THENCE SOUTH 0° 19' 03" E. ALONG THE EAST LINE OF SAID SECTION 10; A DISTANCE OF 30.00 FEET; THENCE NORTH 89° 45' 23" W. ALONG THE SOUTH LINE OF EAST 65TH STREET IN THE CITY OF SEATTLE; A DISTANCE OF 685.00 FEET TO THE TRUE POINT OF BEGINNING, THIS POINT BEING THE INTERSECTION OF THE SOUTH LINE OF EAST 65TH STREET AND THE WEST LINE OF 52ND AVE. N.E. AS SHOWN HEREON; THENCE SOUTH 0° 34' 25" E. ALONG THE WEST LINE OF 52ND AVE. N.E. A DISTANCE OF 364.41 FEET; THENCE NORTH 89° 45' 23" W. A DISTANCE OF 141.85 FEET; THENCE NORTH 0° 34' 25" W. A DISTANCE OF 364.26 FEET TO A POINT ON THE SOUTH LINE OF EAST 65TH STREET; THENCE ON A CURVE TO THE RIGHT WITH A RADIUS OF 300.00 FEET A DISTANCE OF 8.91 FEET; THENCE SOUTH 89° 45' 23" E. ALONG THE SOUTH LINE OF EAST 65TH ST. A DISTANCE OF 132.03 FEET TO THE TRUE POINT OF BEGINNING.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT WE, FOSTER R. PALMER AND MILDRED N. PALMER HIS WIFE, OWNERS IN FEE SIMPLE OF THE LAND HEREBY PLATTED, DO HEREBY DECLARE THIS PLAT, AND DEDICATE TO THE PUBLIC FOREVER ALL STREETS, AVENUES AND ALLEYS SHOWN THEREON, AND THE USE THEREOF FOR ANY AND ALL PUBLIC PURPOSES NOT INCONSISTENT WITH THE USE THEREOF FOR PUBLIC HIGHWAY PURPOSES, TOGETHER WITH THE RIGHT TO MAKE ALL NECESSARY SLOPES FOR CUTS AND FILLS UPON THE LOTS AND BLOCKS SHOWN HEREON, IN THE ORIGINAL REASONABLE GRADING OF THE STREETS, AVENUES OR ALLEYS SHOWN HEREON.

FOSTER R. PALMER
MILDRED N. PALMER

ACKNOWLEDGEMENT

STATE OF WASHINGTON } ss
COUNTY OF KING

THIS IS TO CERTIFY THAT ON THIS 6TH DAY OF JANUARY A.D. 1941, BEFORE ME THE UNDERSIGNED, ANOTARY PUBLIC, PERSONALLY APPEARED, FOSTER R. PALMER AND MILDRED N. PALMER 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.

H. E. McMORRIS
NOTARY PUBLIC IN AND FOR THE STATE
OF WASHINGTON, RESIDING AT SEATTLE



FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER, THIS 21 DAY OF JAN. A.D. 1941, AT 18 MINUTES PAST 11 A.M., AND RECORDED IN VOLUME 36 OF PLATS, PAGE 46 RECORDS OF KING COUNTY, WASHINGTON.

EARL MILLIKIN
COUNTY AUDITOR

I HEREBY CERTIFY THAT THE WITHIN PLAT OF HAWTHORNE HEIGHTS No. 3, AN ADDITION TO THE CITY OF SEATTLE, WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE No. 70560 APPROVED THE 20TH DAY OF JANUARY A.D. 1941.

W. C. THOMAS
CITY COMPTROLLER AND EX-OFFICIO CITY CLERK

EXAMINED AND APPROVED BY ME THIS 6TH DAY OF JANUARY A.D. 1941.

C. L. WARTELE
CITY ENGINEER

