

**RESTRICTIVE COVENANTS AND RESERVATIONS  
RECORDED WITH PLAT OF HAWTHORNE HOMES ADDITION**

WHEREAS HAWTHORNE HOMES, INC., hereinafter called "The Owner", is the Owner of the following 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 noxious 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.

(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 out-building 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 \$3500.00 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.

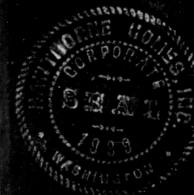
(10) If the parties hereto, or any of them, or their heirs or assigns, shall violate or attempt to violate any of the covenants or restrictions herein before January 1, 1965, it shall be lawful for any other person or persons owning any other lots in said development or sub-division to prosecute any 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.

SIGNED: HAWTHORNE HOMES, INC.

By J. Stanley Long Its President  
By C. L. Johnson Its Secretary



STATE OF WASHINGTON)

COUNTY OF KING)

On this 24th day of Sept 1940, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared J. Stanley Long and C. L. Johnson, to me known to be the President and Secretary, respectively, of

Hawthorne Homes, Inc.  
the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and on oath stated that J. Stanley Long was authorized to execute the said instrument and that the seal affixed is the corporate seal of said corporation.

Witness my hand and official seal hereto affixed the 24th day of Sept 1940 in this certificate above written.

Page Two. STAT  
Filed for Record Sept 27 1940 4:52 P.M.  
Request of Seattle Title Company  
Earl Millikin, County Auditor

Notary Public in and for the State of Washington,  
residing at Seattle

# HAWTHORNE HOMES ADDITION

AN ADDITION TO THE CITY OF SEATTLE

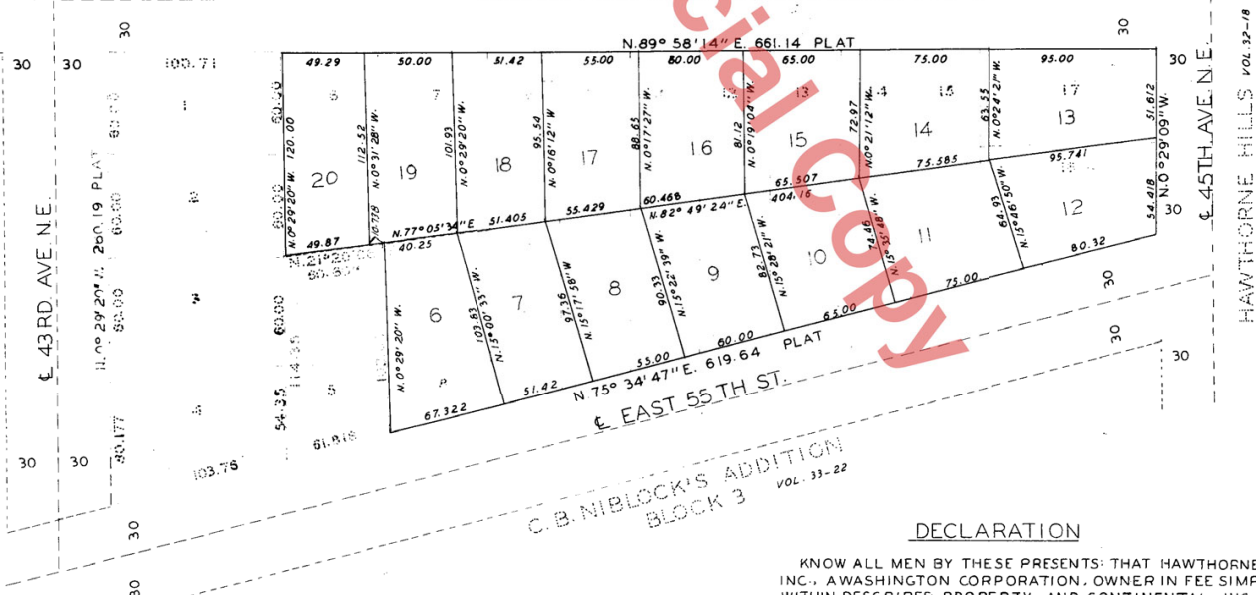
SAMUEL J. HUMES  
REGISTERED CIVIL ENGINEER

SCALE 1" = 50 FT.

MAY - 1940

C.B. NIBLOCK'S ADDITION  
BLOCK 1 VOL. 33-22

EAST 56TH ST

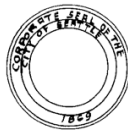


## DESCRIPTION

THIS PLAT OF HAWTHORNE HOMES ADDITION EMBRACES THE FOLLOWING—  
LOTS SIX (6) TO SEVENTEEN (17) INCLUSIVE, BLOCK TWO (2), C.B. NIBLOCK'S  
ADDITION TO THE CITY OF SEATTLE AS RECORDED IN VOL. 33 OF COUNTY PLATS,  
PAGE 22.

I HEREBY CERTIFY THAT THE WITHIN PLAT OF HAWTHORNE HOMES ADDITION, AN ADDITION TO THE CITY OF SEATTLE, WAS DULY APPROVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF SEATTLE BY ORDINANCE No. 70172 APPROVED THE 17TH DAY OF JULY A.D. 1940.

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



EXAMINED AND APPROVED BY ME THIS 3RD DAY OF JULY A. D. 1940

C. L. WARTELLE  
CITY ENGINEER

3112925

FILED FOR RECORD AT THE REQUEST OF THE CITY ENGINEER THIS  
25 DAY OF JULY A.D. 1940 AT 12 MINUTES PAST 8 P.M., AND RECORDED  
IN VOL. 36 OF PLAT, PAGE 33 RECORDS OF KING COUNTY.

EARL MILLIKIN  
COUNTY AUDITOR

## DECLARATION

KNOW ALL MEN BY THESE PRESENTS: THAT HAWTHORNE HOMES, INC., A WASHINGTON CORPORATION, OWNER IN FEE SIMPLE OF THE WITHIN DESCRIBED PROPERTY, AND CONTINENTAL, INC., A WASHINGTON CORPORATION, MORTGAGEE, OF A CERTAIN PORTION THEREOF, HAVE CAUSED THE SAME TO BE REPLATTED AS SHOWN HEREON, AND DO HEREBY DECLARE THIS PLAT OF HAWTHORNE HOMES ADDITION, AN ADDITION TO THE CITY OF SEATTLE  
IN WITNESS WHEREOF, THE SAID CORPORATION HAVE CAUSED THEIR CORPORATE NAMES AND SEALS TO BE HEREUNTO AFFIXED THIS 8TH DAY OF JUNE, A.D. 1940.

HAWTHORNE HOMES INC.

BY J. S. LONG  
ITS PRESIDENT

BY C. L. JOHNSON  
ITS SECRETARY



CONTINENTAL INC.

BY W. WALTER WILLIAMS  
ITS PRESIDENT

BY W. E. LAURENCE  
ITS SECRETARY



## ACKNOWLEDGEMENT

STATE OF WASHINGTON } ss.  
COUNTY OF KING

THIS IS TO CERTIFY, THAT ON THIS 8TH DAY OF JUNE, A.D. 1940, BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC, PERSONALLY APPEARED, J. S. LONG AND C. L. JOHNSON, TO ME KNOWN TO BE PRESIDENT AND SECRETARY RESPECTIVELY OF HAWTHORNE HOMES, INC. AND W. WALTER WILLIAMS AND W. E. LAURENCE, TO ME KNOWN TO BE PRESIDENT AND SECRETARY RESPECTIVELY OF CONTINENTAL, INC., THE CORPORATIONS THAT EXECUTED THE WITHIN DECLARATION, AND ACKNOWLEDGED TO ME THAT THEY SIGNED AND SEALED THE SAME AS THE FREE AND VOLUNTARY ACTS AND DEEDS OF SAID CORPORATIONS FOR THE USES AND PURPOSES THEREIN MENTIONED, AND EACH ON OATH STATED THAT HE WAS AUTHORIZED TO EXECUTE SAID DECLARATION AND THAT THE SEALS AFFIXED ARE THE CORPORATE SEALS OF THE RESPECTIVE CORPORATIONS.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL, THE DAY AND YEAR FIRST ABOVE WRITTEN.

I. L. OSTERHOUT  
NOTARY PUBLIC IN AND FOR THE STATE  
OF WASHINGTON, RESIDING AT SEATTLE

