

Protective Covenants of  
Plat of Hawthorne Heights

KNOW ALL MEN BY THESE PRESENTS, AND BE ADVISED:

That the undersigned, being all the persons having and interest in the property covered by the plat of Hawthorne Heights, recorded in Volume 5 of Plats, page 32, records of Benton County, Washington, desiring to create a general building scheme and plan for the development of the above described property, adopted and designed to make it more suitable for residential purposes; and it being deemed necessary and in the established American way, and for the particular purposes of mutual protection of life, comfort, safety, health, meals, welfare and the security of monetary interests and in the furtherance of all things conducive to harmoniousness, compatibility and the general welfare of a beneficial neighborhood: do hereby declare and impose the following restrictions and covenants regulating and restricting the location and use and erection of buildings and the use of land, prescribing setbacks and other open spaces within the boundaries of the aforementioned plat, which shall run with the land and be binding on all parties and persons, each for themselves and from any others planning under them; however, it is the intention and purpose of these covenants and restrictions to insure a quality residential area now and in the future. Recognizing that improvements and advances will take place in the building and living conditions, the covenants, agreements, conditions, reservations, restrictions, and charges created and established herein for the benefit of said tract, and each lot therein may be waived, abandoned, and terminated, modified, altered or changed as to the whole said tract by any person thereof with the written consent of two-thirds of the owners of said tract. No such restrictions shall be effective until the proper instrument in writing is signed and recorded in the office of the Auditor of Benton County, Washington.

If the parties hereto or to come hereunder or any one of their heirs, successors or assigns, or tenants hereupon shall violate or attempt to violate any of the covenants, restrictions and provisions set forth herein, it shall be lawful for any other person or persons of recorded ownership or interest of record, situated within the confines of Hawthorne Heights plat, to prosecute any proceedings at law or in equity against any such person or persons violating or attempting to violate any such covenants, restriction or provision, and either to prevent them from so doing or to force compliance with, or to recover damages or other dues emanating from and for such violation, or to recover full costs resulting from such actions and further it shall become the duty of the "Neighborhood Improvement Committee," as hereinafter set forth and provided for in the following paragraph, to enforce compliance with any and all of these covenants, restrictions and provisions. The failure of said committee to enforce such compliance does in no way deny, restrict, or restrain any person or persons coming hereunder to prosecute in his or their own behalf any such violation.

In order to effectuate the intent to establish a uniform building plan and design, and to enforce to restrictive covenants of Hawthorne Heights as hereinafter enumerated, a Neighborhood Improvement Committee, shall be appointed or elected by the owners, or owner, of the majority of the lots in Hawthorne Heights. Said committee shall consist of

not less than three nor more than five members, all of whom shall be citizens of Benton County, Washington, and owners of property within Hawthorne Heights as platted. The members of said committee shall serve for a term of three years after being qualified and elected, and the first committee shall take office on June 1, 1955.

There shall be held an election for the purpose of electing a Neighborhood Improvement Committee on April 1, 1958, and a subsequent election for the same purpose on April 1, of every third year thereafter. Individual vacancies to serve the unexpired term shall be filled promptly by the committee if it be reduced to less than a majority at any time by simultaneous deaths, resignation, or disqualifications. Said committee shall have full power and authority to do all acts necessary to enforce the restrictive covenants hereinafter set out.

SAID RESTRICTIONS ARE AS FOLLOWS:

1. All lots in all blocks of Hawthorne Heights shall be known and described as residential property, except, "Tract A" shall be known and described as commercial property.
2. No building shall be erected, placed, or altered on any lot in Hawthorne Heights as platted until the external design and location thereof shall have been approved in writing by the Neighborhood Improvement Committee; provided, however, that if such committee fails to approve or disapprove such design and location within 30 days after such plans have been submitted to it, or if no unit to enjoin the erection of such buildings or the making of such alterations has not commenced prior to the completion thereof, such approval shall not be required.
3. No structures created elsewhere may be moved and placed upon any lots in this entire plat unless approved by a two-thirds vote of the property owners in Hawthorne Heights.
4. No building shall be located nearer than 25 feet to the front lot line; nor nearer than 17 feet to the side street line; nor nearer than 10 feet to any side lot line within 70 feet of the front lot line, Tract "A" being specifically excepted.
5. No residential structures shall be erected or placed or be permitted to remain on any building plat which has an area of ????? square feet or a width of less than 60 feet at ????? setback line.
6. No trailer, basement, tent, shack, garage, barn, ????? erected in the tract shall at any time be ????? temporarily or permanently, nor shall any structure ????? character be used as a residence.
7. No fence, wall, hedge or mass planting other than ????? planting shall be permitted between the street line and ????? setback line of the main building unless such fence is used to protect life or injury from natural topography hazards, in such case any fence must be of the minimum height required for safety.
8. No fence, wall hedge or mass planting shall be permitted that is over 5 feet in height and such shall be for privacy sake only and not to obstruct view of neighboring dwellings.
9. Religious structures may be constructed on lots in blocks two, three, four, five, and six, but must not exceed two habitable stories in height from grade line. However, any religious services must be conducted in such a manner that any sounds or noises emanating from such services cannot become an annoyance or nuisance to neighborhood dwellings. Any such religious structures must provide

off the street parking for their congregation at the ratio of 1 car space per ever three seats available in the church.

10. No non-hybrid elm trees, non-hybrid Locust trees, Poplar trees, or Cottonwood trees shall be planted or permitted to grow in entire plat.
11. The grantors for themselves and their successors and assigns dedicate easements for public utility purposes, and for roadway slope encroachment, over the strips shown in recorded plat. Said easements are hereby granted to maintain, construct, reconstruct and repair sewer lines, domestic water and irrigation water lines, telephone lines and lines for the delivery of electrical energy as the same are constructed and installed at the time of the conveyance of each of the lots in said plat. Whenever the use of said easements or any of them shall cease, the same shall revert to the owners of the land affected by said easement.
12. Any dwelling or structure erected or placed on any lots in this subdivision shall be completed as to external appearance, including finished painting, and foundation planting within eight months from the sate of commencement of construction, provided, however, that such period for completion shall be extended sufficiently to compensate for unavoidable delays caused by Acts of God, strikes, embargoes, hostilities, seizures, orders of governmental authorities or any other interruptions beyond the control of the owner.
13. At no time shall garbage, rubbish, or noxious materials be placed, stored, or allowed to accumulate in an unenclosed container for any period of time. All enclosed garbage, rubbish, or noxious materials shall be hauled away and disposed of in a lawful manner not less frequently than once a week.
14. No dwelling or structure erected or placed on any lot shall be left in an unkept condition as to exterior appearance such as jointing, front and side lot lawn and plantings. The growth of undesirable weeds shall not be permitted.
15. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept, provided that they are not kept, bred or contained for any commercial purposes. All allowable pets shall be maintained and kept in such a manner as not to impose an annoyance or nuisance to the neighboring dwellings.
16. No sign of any kind shall be displayed to the public view on any lot (with the specific exception of Tract A), except for professional signs of not more than 12 by 18 inches, one sign of not more than 5 square feet advertising the property for sale or rent, or signs used by builders or developers to advertise the property during the construction and sales period.
17. (A) Lots numbered 1, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, in Block 1 shall be known and designated as "Residential (S-1)" property; no structure shall be erected, altered, or placed or permitted to remain on any og these aforementioned lots other than one detached single family dwelling, not to exceed one-half stories in height, and one private garage to house not more than two cars, and must contain 1,250 square feet of living floor space, as separate from garage and storage space.  
(B) Lots 2, 8, 48, 49, 50, 51, 54, 55, 59, 60, in Block 1; Lot 14, in Block 3; Lots 1, 13, in Block 4; Lots 1, 11, in Block 5; and Lots 1, 8, 9, 10, 11, in Block 6; shall be

known and designated as "Residential (S-2)" property, no structure shall be erected, altered, or placed on any of these lots other than one detached single family dwelling, not to exceed one and one-half stories in height, and one private garage to house not more than two cars; and such dwellings must contain at least 1000 feet of living floor space, as separate from garage and storage space.

(C) Lots 1, 2, 3, 4, 5, 6, 10, 11, 12, 13, in Block 3; Lots 2, 3, 4, 5, 9, 10, 11, 12, in Block 4; Lots 2, 3, 4, 8, 9, 10, in Block 5; and Lots 2, 3, 4, in Block 6, shall be known and designated as "Residential (S-3)" property, and shall be subject to the same restrictions as (S-2) property, except: any dwelling on any of said lots shall contain at least 900 square feet of living floor space as separate from garage and storage space.

(D) Lots numbered 3, 4, 5, 6, 7, 52, 53, 56, 57, 58, 61, 62, in Block 1; Lots 1 to 16 inclusive, in Block 2; Lots 7, 8, 9, in Block 3; Lots 6, 7, 8, in Block 4; Lots 5, 6, 7, in Block 5; and Lots 5, 6, 7, in Block 6; shall be known and designated as "Residential (M)" property upon which multiple dwelling structures shall be permitted; however, no structures shall be erected, altered, placed, or permitted to remain on any of these lots, which exceeds more than two stories in height above grade. No structure for multiple dwelling purposes shall shelter more than twelve families and such building lots must contain at least 500 square feet of open yard space per family unit in said multiple dwelling. Each family unit in such dwelling must contain at least 500 square feet of living floor space; which shall be separate from garage and storage space. Sufficient garage facilities to accommodate the number of dwelling units, and no more, shall be allowed on said lots. Any single family dwelling building on said lots must contain at least 900 square feet of living space as separate space from garage and storage facilities. One off street parking space must be provided for each dwelling unit.

18. The owner of any building plot except those facing on Canal Drive must construct sidewalks and curbs along the adjoining street line within eight months after commencement of improvement on any building plot within the entire plat.

"Whereas Benton County, Washington, has established no standards for sidewalk construction for plats under their jurisdiction, the following sidewalk standards shall be in full force and effect in all of Hawthorne Heights and shall prevail until such time as the Benton County Commissioners set up adequate provisions and standards and from that time such Benton County Standards shall have ????? provided however that their minimum requirements are not less than these herein set forth.

- (A) All sidewalks and curbs shall be constructed of a minimum of 5 sacks cement per cubic yard of concrete.
- (B) Sidewalks shall be trowel finished and then given a finish of workmanship quality. Curbs shall have a float
- (C) Lots facing Canal Drive shall have a 6 inch by 6 inch deep curbing situated with the face 60 inches from the property set line across the front of the lot.
- (D) All lots not facing upon Canal Drive (ie. all other streets in plat) shall have a 6 inch wide by 12 inch deep curbing along the front of the property line and side street line. Sidewalks shall be 42 inches wide by 4 inches thick marked

off in 42 inch squares. Sidewalks and curbs shall be jointed not less than every 15 feet. Sidewalk and curb may be constructed in a monolithic pour.

(E) Grades and location of curbs and sidewalks shall conform to grade and location as specified by the County Road Engineer. Design of curbs and sidewalks shall be uniform throughout any one street.

Invalidation of any of these curbs and covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.