



THE LONGVIEW COMPANY, hereby declares that

Assistant Secretary.

ACKNOWLEDGEMENT

Notary Public in and for the State of Washington
residing at Longview

Dated this 14 day of July 1937

Approved 4 day 01 June 1951
W. C. C. C.

County Engineer
August 1937

Janet A. V. V. V.

7.0000

~~County Commissioners~~

Thomas A. Jones

County Commissioner

June 1937 in the Office of the

County Auditor

2

三

D. H. Walsh being duly

premises thereon designated,

made under deponent's direction, declaration relating to said plat and filed

at the distances, courses and angles

stakes and monuments upon the ground.

Licensed Engineer

4 day of June 1, 1937

Reading Miller

attachments in connection therewith.

Public and private sewers, storm water drains, land drains, pipes, and

Any other method of conducting and performing any public or quasi-public utility or function beneath the surface of the ground. Such easements and rights of way are located on said plat.

And the Company shall have the right, without liability for damage for trespass, to enter upon said strips of land at any and all times for any of the purposes for which said easements and rights of way are reserved.

And the Company shall have the right at any time to extinguish or vacate such easements and rights of way as to all or any portion of said property.

Subdivision 11. Signs and Billboards Prohibited

The construction or maintenance of billboards, or advertising boards or structures, exceeding five square feet in size for the display, posting, painting or printing of signs or advertisements on any of the lots in said plat is prohibited, except with the written consent of the Company.

Subdivision 12. Duration.

All of the restrictions herein set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty years from June 1, 1937, and shall automatically be extended thereafter for successive periods of twenty years; provided, however, that the owners of the fee simple title to the lots having more than fifty percent of the front feet of the lots shown on this plat may release all of the lots hereby restricted from any one or more of said restrictions, and may release any lot from any restriction created by deed from the Company, at the end of the first twenty year period or of any successive twenty year period thereafter, by executing and acknowledging an appropriate agreement, or agreements, in writing for such purposes and filing the same for record in the office of the County Auditor of Cowlitz County, Washington,

Dedication #7

at least five years prior to the expiration of this first twenty year period, or of any twenty year period thereafter.

Subdivision 13. Right to Enforce.

The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seizure of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Company or the owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do so thereafter.

SUBDIVISION 14. Company's Right to Assign

The Company may, by appropriate instrument, assign or convey to any person or corporation any or all of the rights, reservations, easements and privileges herein reserved by it and upon such assignment or conveyance being made its assigns or grantees may at their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them, or it, in this instrument.

IN WITNESS WHEREOF, the Company has by authority of its Board of Directors caused this instrument to be executed by its Vice President and its corporate seal attested by its Assistant

Dedication #8

Secretary, to be hereunto affixed, and the other dedicators have affixed their signatures, this 28th day of May, 1937.

ATTEST:

[Signature]
Asst. Secretary

THE LONGVIEW COMPANY

By *[Signature]*
Vice President

James C. Henkleman
James C. Henkleman

STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss

On this 28th day of May, 1937, before me personally appeared S. M. Morris and S. E. Ellis, to me known to be the Vice President and Assistant Secretary of the corporation that executed the within and foregoing instrument, and each 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 they were authorized to execute said instrument, and that the seal affixed by the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public in and for the State of Washington, residing at Longview.

STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss

On this 28th day of May, 1937, before me personally appeared Frances C. Henkleman and Sam Henkleman, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that 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.

[Signature]
Notary Public in and for the State of Washington, residing at Longview.

is intended to mean a covered structure not directly attached to the residence which it serves.

Subdivision 2. Use of Land

The lots in the suburban residential district, except as hereinafter provided, shall be used for suburban residential and agricultural purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling-houses, and private garages for the sole use of the respective owners or occupants of the plots upon which such garages are erected and such other outbuildings as are customarily appurtenant to suburban residences.

Buildings to be used for schools, churches, libraries, sanitariums, art galleries, museums, hotels, private clubs or municipal service stations, or for recreative, educational, religious or philanthropic purposes may be erected or maintained in locations approved by the Company; provided, however, that no building shall be erected, maintained or used for any of the purposes mentioned in this paragraph, except by the Company, unless in each case there shall have been filed in the proper office of record, a deed or other instrument in writing executed by the Company, approving and specifying the uses to which such building may be put.

Parks and playgrounds may be laid out and maintained in locations approved in writing by the Company.

Subdivision 3. Approval of Plans

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration therein be made, until plans and specifications, plot plan and grading plan therefor, or information satisfactory to the Company, shall have been submitted to and approved in writing by the Company and a copy thereof as finally approved lodged permanently with the Company. In so passing upon such plans, specifications, plot plan and grading plan, the Company may take into consideration the suitability of the proposed building or other structure

Dedication #4

and of the materials of which it is to be built to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

Subdivision 4. Minimum Frontage

Every building erected on any plot shall have appurtenant to it and not occupied by any other building at least fifty feet of ground fronting on the street on which the plot fronts, and at least fifteen thousand square feet in area, and it is specifically provided that not more than one place of dwelling shall be erected on any lot in said plat.

Every building erected on any plot shall front or present a good frontage on the street on which said plot fronts.

Subdivision 5. Set Back from Street Line.

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer than thirty feet to the front street on any lot in Block 3 or nearer than sixty (60) feet to the front street in any of the other said lots in said plat; provided, however, that the Company in the deed to any lot, may change said building lines, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said building lines, or may change the building lines which it may have established by said deed; provided, however, that no change may be made at any time which will bring the front building line nearer than twenty feet to the front street, or the side building line nearer than five feet to the side street.

Covered or uncovered, but not enclosed, porches, the floors of which are not higher than the level of the first floor of the building, steps extending not higher than the level of the first floor of the building, bay or other windows, vestibules, cornices, spoutings, chimneys, or other similar projections, may extend not more than six feet beyond the front building line, and not more than five feet beyond the side street building line. Building line, as here used, is meant a building line parallel to and sixty feet

Dedication #5

distant from the street line of any lot or such line as changed by the company in accordance with the next preceding paragraph.

Subdivision 6. Set Back from Side Property Line

No part of any building, shall be nearer than four feet to the side property line of the plot upon which it is erected, except that cornices, spoutings, chimneys, and purely ornamental projections may extend beyond said four foot line, but not more than three feet beyond said four foot line.

Subdivision 7. Company's Judgment Conclusive.

The Company shall in all cases have the right to say and determine which are the front street, side street, rear and side property lines of any plot, and also the amount of the set back from said lines necessary to conform to the requirements hereof, and the Company's judgment and determination thereon shall be final and binding on all parties.

Subdivision 8. Minimum Cost of Residence.

Any residence erected wholly or partially on any of the lots, or parts thereof, in the aforementioned plat shall cost not less than \$3,500.00 and it is specifically provided that no building shall be erected at a less cost than herein above provided on any of the lots in the above mentioned plat that is used or intended to be used as a temporary place of dwelling.

Subdivision 9. Ownership by Anyone Other Than White Race Prohibited

None of the lots shown on said plat shall be conveyed, leased or given to, and no building erected thereon shall be used, owned or occupied by, any person not of the white race. This prohibition, however, is not intended to include the occupancy by a person not of the white race while employed in or about the premises by the owner or occupant of any land shown on said plat.

Subdivision 10. Easements Reserved in Lots.

Easements and rights of way shall be reserved for the erection, construction and maintenance of

Poles, wires and conduits for the transmission of electricity for lighting, telephone and other purposes, and for the necessary

Dedication #6

LONGVIEW, WASHINGTON
Plat of Cascade Hills

DECLARATION

as to

Dedication, Reservations, Restrictions and Covenants.

PREAMBLE

WHEREAS, The Longview Company, a corporation organized under, and existing by virtue of, the laws of the State of Washington, hereinafter called "the Company", and Frances C. Henkleman and Sam Henkleman, her husband, hereinafter called "other dedicators", are the owners of the land shown on the plat, marked "Cascade Hills" to which this is attached and of which this is a part, said land being described as follows, to-wit:

Beginning at a concrete monument inscribed "LB 151" and set to mark the intersection of the East line of the A. A. Brazee, D.L.C. and the line between Sections 21 and 28, T. 8 N., R. 2 West; thence South 89 deg. 16 1/2 min. West 937 feet to a concrete monument inscribed "LB 203" and set to mark the intersection of the West line of the A. A. Brazee, D.L.C. with the Section line between Sections 21 and 28, T. 8 N., R. 2 West; thence South 89 deg. 16 1/2 min. West 622.8 feet to a concrete monument inscribed "LB 116" and set to mark the corners common to Sections 20, 21, 28 and 29, T. 8 N., R. 2 West; thence South 89 deg. 49 min. West 334 feet to a concrete monument inscribed "LB 120" and set to mark the intersection with the section line between Sections 20 and 29 to an intersection with the Northeastly right of way line of Ditch #6 of the C.D.I.D. #1; thence South 13 deg. 02 min. East along said Ditch right of way 543.7 feet; an arc distance of 725.9 feet; thence South 89 deg. 32 min. East 277.2 feet; thence on a curve to the right, having a radius of 603.7 feet, an arc distance of 259.14 feet; thence South 64 deg. 57 min. East 274.9 feet; thence on a curve to the right, having a radius of 413 feet, an arc distance of 315.9 feet; thence South 21 deg. 06 min. East 44 feet; thence on a curve to the left, having a radius of 116.2 feet, an arc distance of 177.28 feet; thence North 71 deg. 28 min. East 76.65 feet; thence on a curve to the right, having a radius of 261 feet, an arc distance of 224.38 feet; thence South 59 deg. 16 min. East 408.2 feet; thence on a curve to the right, having a radius of 603.7 feet, an arc distance of 287.00 feet to an intersection with the East line of the A. A. Brazee, D.L.C. with the Northeastly right of way line of Ditch #6; thence North 0 deg. 06 min. West along said East line of the A. A. Brazee, D.L.C.; 2041.04 feet more or less; to the place of beginning, containing 70,87 acres more or less; and also

Beginning at a concrete monument inscribed "LB 151" and set to mark the intersection of the East line of the A. A. Brazee, D.L.C. and the line between Sections 21 and 28, T. 8 N., R. 2 West; thence South 89 deg. 16 1/2 min. West 937 feet to a concrete monument inscribed "LB 203" and set to mark the intersection of the West line of the A. A. Brazee, D.L.C. with the Section line between Sections 21 and 28, T. 8 N., R. 2 West; thence South 89 deg. 16 1/2 min. West 622.8 feet to a concrete monument inscribed "LB 116" and set to mark the corners common to Sections 20, 21, 28 and 29, T. 8 N., R. 2 West; thence South 89 deg. 49 min. West 334 feet to a concrete monument inscribed "LB 120" and set to mark the intersection of the West line of the Edmon D. Brazee, D.L.C. with the section line common to Sections 20 and 29, T. 8 N., R. 2 West; thence South 89 deg. 49 min. West 774 feet, along the section line between Sections 20 and 29 to an intersection with the Northeastly right of way line of Ditch #6 of the C.D.I.D. #1; thence North 13 deg. 02 min. West along said ditch right of way 128.42 feet; thence North 24 deg. 07 min. East 956.42 feet; thence on a curve to the right, having a radius of 1298.57 feet, an arc distance of 502.86 feet; thence South 43 deg. 41 min. 30 sec. East 60 feet; thence South 84 deg. 52 min. East 1032.22 feet; thence South 49 deg. 05 min. East 1246.94 feet to a concrete monument inscribed "LB 182" and set to mark the Northwest corner of the Ezra Turner, D.L.C.; thence South 0 deg. 06 min. East 405.8 feet along the line common to the A. A. Brazee and Turner D.L.C. to the place of beginning, containing 55.23 acres more or less.

AND WHEREAS, said Company and Other Dedicators desire to file a plat of said land so as to subdivide the same into lots, blocks, streets, all as shown by the plat aforesaid, and desire to dedicate the streets and alleys to the public for the usual street and alley purposes, and desire to subject all of the lots shown on said plat to the reservations, restrictions and covenants herein-after set forth; and,

WHEREAS, to accomplish these purposes a written statement in the nature of a DEDICATION OF said streets and alleys and a DECLARATION of said reservations, restrictions and covenants should be made by the Company and other Dedicators and spread upon the public records of Cowitz County, Washington.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that such a statement is hereby made and the same shall be and is as follows, to-wit:

I. DEDICATION

Subject to the foregoing, the Company and Other Dedicators dedicate said streets and alleys to the public to be used for the usual street and alley purposes, respectively.

Dedication #2

No right is intended to be conveyed by this Dedication that is inconsistent with the rights, privileges, franchises and easements heretofore granted by the Company or reserved by it as hereinafter or hereinafter stated.

The Company declares that the land shown on said plat above referred to is held and shall be conveyed subject to the reservations, restrictions and covenants set forth in the various subdivisions of this declaration, to-wit:

Subdivision I. Definitions

The "suburban residential district", as that term is used in this statement, is intended to mean all of the lots shown on the plat.

A "corner lot" is one that abuts on more than one street.

Any lot, except a corner lot, shall be deemed to front on the street upon which it abuts. A corner lot shall be deemed to front on the street on which it has the smaller dimension, except where the Company shall designate in any deed conveying any corner lot, hereafter made by it, the street on which such corner lot shall thereafter be considered as fronting.

The Company, in the deed to any corner lot, or at any time with the consent in writing of the holder of the fee simple title thereto, may designate a different street as the one upon which such lot shall be deemed to front.

The street upon which a lot fronts, as above provided, shall be deemed to be the front street. Any other street contiguous to such lot shall be deemed to be a side street.

The word "plot" as used in this statement is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

Every plot shall be deemed to front on the street on which the lot or lots constituting said plot front, unless the lot or lots front on more than one street, in which case it shall be deemed to front on both streets.

An "outbuilding", as that word is used in this statement,

Dedication #3