

DECLARATION

as to

Dedication, Reservations, Restrictions and Covenants

PREAMBLE

WHEREAS, The Longview Suburban Company, a corporation organized under, and existing by virtue of, the laws of the State of Washington, hereinafter called "the Company", is the owner (subject to certain franchise rights, hereinafter referred to, granted or to be granted by it to The Longview Public Service Company, or granted or to be granted by it to The Long-Bell Lumber Company) of the land shown on the plat, marked "Columbia Valley Gardens No. 3", to which this is attached and of which this is a part, said land being described as follows, to-wit:

Beginning at the intersection of the northerly line of Ocean Beach Highway and the westerly line of 34th Avenue as shown by the Plat of Columbia Valley Gardens No. 1, an addition to Longview, Washington, on file at the office of the Auditor of Cowlitz County, Washington, and running thence along said westerly line of said 34th Avenue North 34° 56' 04" East 855.62 feet to a point which is 895.7 feet South and 406.2 feet West of a concrete monument bearing a metal plate with the inscription "L-B 111" set to mark the corner common to Sections 19, 20, 29 and 30, Twp. 8 North Range 2 West W.M., said point being on a line approximately 10 feet Southerly from and parallel to the Southerly bank of what is known as Cut-off Slough; thence along said parallel line as follows:— thence on a curve to the right having a radius of 174 feet and a back semi-tangent which bears South 83° 51' West, an arc distance of 418.58 feet; thence North 41° 41' East 305.28 feet; thence on a curve to the left having a radius of 154.47 feet, an arc distance of 545.49 feet; thence South 19° 21' West 467.62 feet; thence South 26° 07' West 214.15 feet; thence on a curve to the right having a radius of 163.70 feet, an arc distance of 277.52 feet; thence North 56° 45' West 222.25 feet; thence on a curve to the right having a radius of 285 feet, an arc distance of 651.87 feet; thence North 74° 18' East 208.48 feet; thence on a curve to the left having a radius of 65.69 feet, an arc distance of 180.17 feet; thence North 82° 51' West 186.04 feet; thence on a curve to the right having a radius of 150 feet, an arc distance of 461.64 feet; thence South 86° 31' East 289.77 feet; thence on a curve to the left having a radius of 93 feet, an arc distance of 299.72 feet; thence South 88° 50' West 835.28 feet; thence South 56° 24' West 202.87 feet; thence South 66° 45' West 161.22 feet; thence South 79° 21' West 179.74 feet; thence North 64° 02' West 196.87 feet; thence North 34° 13' West 194.98 feet; thence North 10° 55' West 184.72 feet; thence North 1° 24' West 84.41 feet; thence North 17° 01' West 109.42 feet; thence North 37° 28' West

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115.84 feet; thence North 67° 11' West 147.07 feet; thence North 84° 55' West 184.09 feet; thence North 55° 02' West 134.96 feet; thence North 30° 37' West 120.76 feet; thence North 17° 01' West 183.69 feet; thence North 4° 10' East 73.45 feet; thence North 23° 15' West 287.57 feet; thence North 53° 48' West 98.48 feet; thence North 67° 59' West 51.31 feet; thence North 75° 03' West 328.86 feet; thence South 63° 37' West 137.10 feet; thence South 21° 16' West 198.50 feet; thence on a curve to the right having a radius of 287 feet, an arc distance of 495.73 feet; thence North 59° 46' West 51.83 feet; thence North 55° 31' West 169.51 feet; thence North 39° 31' West 61.50 feet; thence on a curve to the right having a radius of 323 feet, an arc distance of 567.41 feet; thence North 61° 08' East 141.92 feet; thence North 75° 09' East 322.41 feet; thence North 55° 29' East 143.18 feet; thence on a curve to the left having a radius of 120 feet, an arc distance of 367.67 feet; thence South 59° 56' West 167.41 feet; thence South 45° 04' West 551.18 feet; thence South 55° 08' West 134.23 feet; thence on a curve to the right having a radius of 295 feet, an arc distance of 711.12 feet; thence North 13° 15' East 210.39 feet; thence on a curve to the left having a radius of 207 feet, an arc distance of 275.90 feet; thence North 63° 07' West 130.0 feet; thence on a curve to the left having a radius of 109 feet, an arc distance of 230.64 feet; thence South 4° 21' East 380 feet; thence South 19° 33' West 125.34 feet; thence South 34° 56' West 36.71 feet; thence South 64° West 99.36 feet; thence North 82° West 123.93 feet; thence North 86° West 87.99 feet; thence North 74° 45' West 88.42 feet; thence North 71° 34' West 165.57 feet; thence North 61° 17' West 184.84 feet; thence North 46° 27' West 99.10 feet; thence North 13° 50' West 114.07 feet; thence North 2° 08' East 113.14 feet; thence North 25° 39' East 168.62 feet; thence North 40° 41' East 221.37 feet; thence South 72° 55' West 408.19 feet; thence North 69° 13' West 163.68 feet; thence North 59° 53' West 80.68 feet; thence North 12° 34' West 106.28 feet; thence North 16° 37' East 117.46 feet; thence North 37° 55' East 108.66 feet; thence North 51° 24' East 364.32 feet; thence North 69° 19' West 247.77 feet; thence North 47° 02' West 193.33 feet; thence North 11° 49' East 219.66 feet; thence North 34° 23' East 115.11 feet; thence North 40° 21' East 282.27 feet; thence North 32° 21' West 60.68 feet; thence North 55° 03' West 17.00 feet; thence North 88° 41' West 327.07 feet; thence on a curve to the right having a radius of 285.03 feet, an arc distance of 179.75 feet; thence North 52° 34' West 101.19 feet; thence leaving said parallel line, (approximately 10 feet southerly from and parallel to the southerly bank of Cut-off Slough), South 34° 56' 04" West 52.92 feet; thence North 55° 03' 56" West 124.35 feet; thence South 34° 56' 04" West 1,285.00 feet to the northerly line of Ocean Beach Highway; thence along said northerly line of said Ocean Beach Highway 8,555.00 feet to the place of beginning.

And,

WHEREAS, said Company desires to file a plat of said land so as to subdivide the same into lots, blocks, streets and alleys, all as shown by the plat aforesaid, and, (subject to the franchise rights of The Longview Public Service Company and of said The Long-Bell

Superior Court of the State of Washington, in and for Cowlitz County, entered March 27, 1926, in proceeding entitled, "The City of Longview, a municipal corporation, vs. The Long-Bell Lumber Company, a corporation" and recorded in Volume 15 of the Journal of said Court at Pages 436 to 49 inclusive, to which reference is hereby made.

The Company reserves to itself the right to grade the street and alleys in accordance with such grades as it may establish; to pave, gravel or lay sidewalks in such of the streets as it deems necessary or desirable; to issue permits for plumbers or others to make cuts or excavations in them when by it deemed necessary and to accept bonds or deposits for the repairing of the same; to erect and maintain bridges and other such structures of a permanent character, encroaching on such streets or alleys; to make rules and regulations concerning the parking of vehicles in the streets and alleys, and to prohibit the use of any part of a street or alley for parking which may be contrary to such rules and regulations; and, generally, to exercise such control over the streets and alleys as may be within its powers and as it may deem necessary or desirable.

The Company reserves to itself the exclusive right to build, construct and maintain below the surface of said streets and alleys gasoline, oil and other storage tanks and pipes, the construction and maintenance of which shall not be inconsistent with the full beneficial enjoyment of other rights and franchises in said streets or alleys granted by it.

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

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 hereinbefore or hereinafter stated.

Nothing herein contained, either taken by itself or in connection with a deed to any of the lots shown on said plat, shall be deemed to have the effect to convey the title to the land in said streets and alleys, except where the contrary intention is

(See next page for sheet 5-)

Lumber Company, and subject to the reservations hereinafter mentioned made by the Company) desires to dedicate the streets and alleys to the public for the usual street and alley purposes, and desires to subject all the lots shown on said plat to the reservations, restrictions and covenants hereinafter 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 spread upon the public records of Cowlitz County, Washington;

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

I. DEDICATION

There has previously been conveyed or is to be conveyed by the Company to The Longview Public Service Company the exclusive rights, privileges and franchises in the streets and alleys shown on said plat to lay, construct, build, maintain and operate

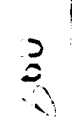
1. Underground pipes for the furnishing of water, gas, heat and oil;
2. Underground pipes or other instrumentalities underground for conducting and performing any public or quasi-public utility, business or function beneath the surface of the ground;
3. Pole lines, wires, underground cables or other conduits for the furnishing of electricity for light, power, telephone, fire alarm and other services;
4. In the streets only, single or double track street car or interurban lines; and
5. Overhanging the lots shown on said plat, pole line cross arms and wires, such cross arms and wires to overhang not more than five (5) feet, and to be not nearer than eighteen (18) feet to the ground.

There has previously been acquired by the City of Longview, a municipal corporation, from The Long-Bell Lumber Company, a corporation, the grantor of this Company, easements and rights of way in and on certain of the lots, streets and alleys shown on said plat for the construction, operation and maintenance of sanitary and storm sewer systems. all as more particularly set forth in the

PLAT

V.7

P.8

V.7
P.9

H. D. RENNER

Scale 1" = 400'

Longview City Engineer

Approved this 4th day of April 192 under authority of
Resolution No. 13 passed February 3rd, 1925, by the
City Council of Longview, Washington.

Poles, wires and conduits for the transmission of electricity for lighting, telephones and other purposes, and for the necessary 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 or damages 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 on the Company and on its successors and assigns for a period of twenty (20) years from February 15, 1927, and shall automatically be extended thereafter for successive periods of twenty (20) 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 from any one or more of said restrictions, and may release any lot from said restrictions created by deed from the Company at

the end of the first twenty (20) year period, or of any successive twenty year period thereafter, by executing and acknowledging an appropriate agreement in writing for such purposes and filing the same for record in the office of the County Auditor of Cowitz County, Washington, at least five (5) years prior to the expiration of the first twenty (20) 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 upon any corporation, person or persons, except in respect to breaches committed during its, his or their seisin 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 Secretary, to be hereunto affixed this 4th day of April, 1927.

ATTEST:
Assistant Secretary
By
Vice President

STATE OF WASHINGTON,)
COUNTY OF COWLITZ.) ss

On this 4th day of April, 1927, before me personally appeared S. M. Morris and L. C. Stith, to me known to be the Vice President and Assistant Secretary, respectively, of the corporation that executed the foregoing instrument, and acknowledged the 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 is 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.

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

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 structures, as planned, on the outlook from the adjacent or neighboring property.

Subdivision 4. Minimum Frontage

In the suburban residential district every building erected on any plot shall have appurtenant to it and not occupied by any other building at least fifty (50) feet of ground fronting on the street on which the plot fronts, and at least 15,000 square feet in area.

If the plot consists of one lot only, and the frontage of such lot is less than fifty (50) feet or the area is less than 15,000 square feet, then the minimum quantity aforesaid of fifty (50) feet of frontage and 15,000 square feet of area may be reduced to the frontage and area of said lot.

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

In the suburban residential district no building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, or the side street, than the front building line or the side street building line of the lot or lots on which such building may be erected, as shown on said plat; provided, however, that the Company in the deed to any of said lots 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 fifteen feet to the front street, or the side street 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 building line. "Building line", as that term is here used, is the building line as shown on the plat or as changed by the Company in accordance with the next preceding paragraph.

No outbuildings, or part thereof, shall be erected or maintained on any of said lots nearer to the front street or the side street than the outbuilding line of the lot or lots on which such outbuildings may be erected, as shown on said plat; provided, however, that the Company, in the deed to any of said lots, may change said outbuilding line, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said outbuilding line, or may change the outbuilding line which it may have established by said deed; provided further, that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or more than ten feet nearer to the side street than the outbuilding line shown on said plat; and provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding nearer to the front street than the outbuilding line shown on this plat, without the consent in writing of the record owner of the fee simple title to the contiguous lot or lots which fronts or front on the same street, or which will permit the erection or maintenance on any lot of any outbuilding nearer to the side street than the outbuilding line shown on this plat, without the consent in writing of the record owner of the fee simple title to the lot in the same block which adjoins the same side street.

Subdivision 6. Set Back From Side Property Line
In the suburban residential district no part of any building, except out-houses, 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 part or parts thereof, in the suburban residential district, shall cost not less than \$1,000.00.

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

n said streets and alleys, except where the contrary intention is expressly stated in the deed; but the Company reserves the right to convey to any public authority, or to the owners or owner of the lots which abut upon the streets or alleys, or any of them, respectively, all of its right, title and interest in said streets or alleys, should the Company at any time deem it expedient to do so.

If any public authority shall condemn for public uses any street shown on said plat, and in the condemnation proceedings damages shall be awarded to the Company for the taking of such street, the Company agrees to apply the amount received by it as damages in such condemnation proceedings, or so much thereof as may be necessary for the purpose, to reimbursing the owners of any land shown on said plat against whom in such proceedings benefits may have been assessed in excess of the damages awarded to them.

II. RESERVATIONS, RESTRICTIONS AND COVENANTS

The Company declares that the land shown on said plat have 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 1. Definitions

The "retail business district", as that term is used in this statement, is intended to mean Lot 7, Block 16; Lot 1, Block 17; Lot 8, Block 23; Lot 1, Block 24; and Lot 8, Block 34.

The "suburban residential district", as that term is used in this statement, is intended to mean all of the other lots shown on the plat except those named in the next preceding paragraph which constitute the retail business district.

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

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front on the street on which it has the smaller dimension, except where the Company may 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 written consent 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 such 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 term is used in this statement, is intended to mean a covered structure not directly attached to the residence or apartment which it serves.

Subdivision 2. Use of Land

The lots in the retail business district, or any building erected thereon, may be used for any of the purposes for which Lot 5, Block 88, Plat of Longview No. 2, may be used, according to the Dedication Statement accompanying the recorded plat thereof in the office of the Auditor of Cowitz County, Washington.

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, flats, apartments, family hotels and private garages for the sole use of the respective owners or occupants of the plots

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upon which such garages are erected, and such other outbuildings as are customarily appurtenant to suburban residences.

No lot or lots shown on the plat nor any building erected thereon shall be used, and no building shall be thereon erected which is arranged, intended or designed to be used, except for one of the purposes hereinbefore permitted to such lot or lots.

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, and buildings and structures to be used for power sub-stations, may be erected or maintained in locations to be 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 the locations approved in writing by the Company.

There shall not be erected, permitted or maintained upon any of the land shown on said plat, except with the consent in writing of the Company, any cesspool or privy.

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 and of the materials of which it is to be built

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