

STATE OF WASHINGTON
COUNTY OF COWLITZ

On this 12th day of June 1946, before me personally appeared S. L. Morris and S. W. Hill, President and Assistant Secretary, respectively, of the Corporation which executed the foregoing Supplementary Declaration to be the true and voluntary act and deed of said Corporation for the use and purposes therein mentioned and on oath stated that they were authorized to execute said instrument and that the said Declaration is the corporate seal of said Corporation and that the said Declaration is the owner of the land included within the boundaries of the plat hereunto set my hand and year first above written.

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

SUPPLEMENTARY DECLARATION

THE LONGVIEW LUMBER COMPANY hereby declares that the annexed map and plat is a true and correct map and plat of Columbia Way Acres #3 to Longview, being the same tract referred to and described in that longer declaration annexed to Columbia Way Acres #3 to Longview, consisting of 100 acres, more or less, filed herewith and hereby referred to and made a part hereof; that the lot and block in said tract are of the dimensions and the streets, avenues, ways and alleys of the widths and dimensions on said plat, the distances being given in feet and that the said longer declaration heretofore referred to relates to said lot and contains the declaration of such portions thereof as are dedicated to the public, subject to all the provisions contained in said longer declaration, and that all provisions, reservations, covenants and other matters contained in said longer declaration constitute a portion of said plat as fully as if said entire declaration were incorporated in this sheet.

In witness whereof THE LONGVIEW LUMBER COMPANY has caused this supplementary declaration to be executed by its Vice-President thereunto duly authorized and its corporate seal attached by its Assistant Secretary to be three copies of this 12th day of June 1946.

W. J. Smith
THE LONGVIEW LUMBER COMPANY
Vice-President

Witness this 12th day of June 1946,
Longview Planning Commissioners, Longview, Wn.

W. J. Smith
Chairman

PLAT

COLUMBIA WAY ACRES NO 3

LONGVIEW WASHINGTON

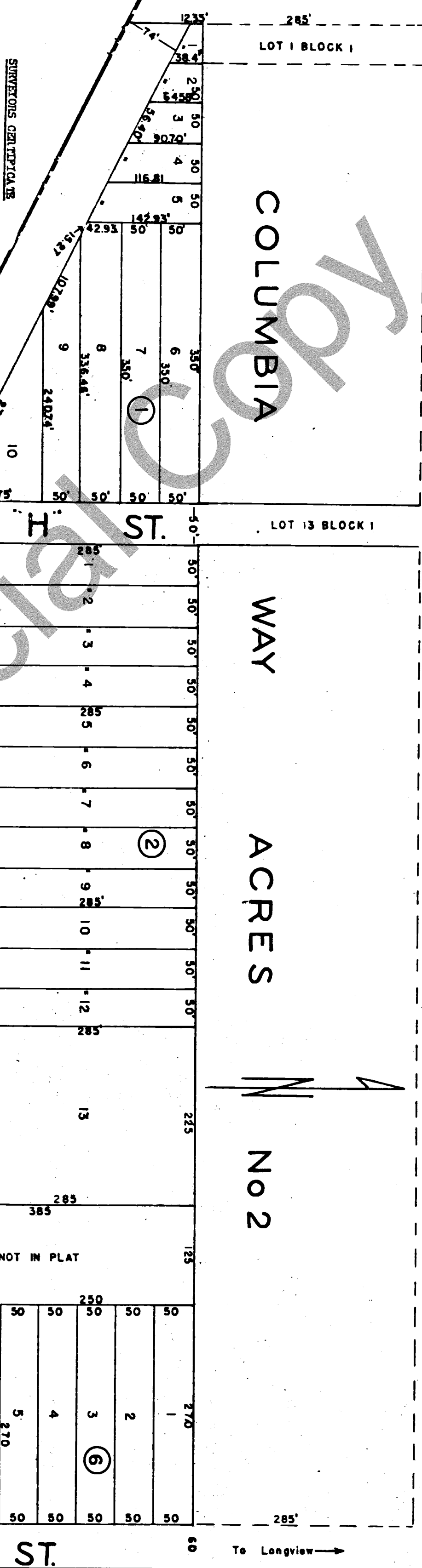
FILED FOR RECORD IN
COUNTY OFFICE OF COWLITZ COUNTY, WASH.

At Request of
Longview Lumber Co.

On July 18, 1946 3:25 PM
Recorded in Plat

County of Vol. 8 Page 10
SARAH IVE
COWLITZ COUNTY AUDITOR

James H. Hirsch



SURVEYOR'S CERTIFICATE
STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss
D. H. Walsh, being duly sworn, deposes and says that the plat hereto annexed is based upon an actual survey and subdivision of the premises hereon designated, which survey and subdivision was made under deponent's direction that the description given in the declaration relating to said plat and filed herewith is a correct description of the land and contains the distances and angles are shown correctly on said plat and that the survey and subdivision of said tract is indicated by suitable stakes and monuments upon the ground.

D. H. Walsh
Engineer

Subscribed and sworn to before me this 13th day of July 1946.

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

Filed for record this 18th day of July 1946, in the office of the County Auditor of Cowlitz County, Wn.

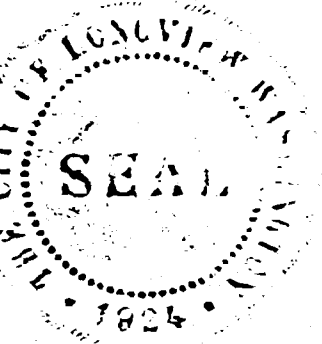
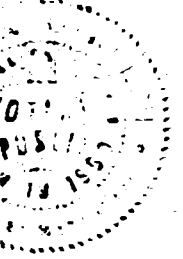
David I. Ives
County Auditor

Approved this 12th day of July 1946
under authority of Resolution No. 12 passed February 3rd, 1925 by the City Council of Longview, Wash.

C. E. Roberts
Mayor

I hereby certify that all taxes and assessments which have been levied and become chargeable against the property shown on the annexed plat at the date of this certificate have been duly paid, satisfied and discharged.

Geo. E. Lewis
County Treasurer



COLUMBIA WAY ACRES No 3

LONGVIEW WASHINGTON

LONGVIEW, WASHINGTON

Plat of Columbia Way Acres No. 3

DECLARATION

as to

Dedication, Reservations, Restrictions and Covenants.

PREAMBLE

WHEREAS, The Long-Bell Lumber Company, a corporation organized under, and existing by virtue of, the laws of the State of Missouri, hereinafter called "the Company" is the owner of the land shown on the plat, marked "Columbia Way Acres No. 3", to which this is attached and of which this is a part, said land being described as follows:

TRACT OF LAND PART OF WHICH LIES IN NATHANIEL SPOVE DICO AND WM. HUTCHINSON DICO

Beginning at the Southwest corner of Lot 1, Block 1, Columbia Way Acres #2 as shown by the recorded plat thereof and running thence East along the South line of Columbia Way Acres #2 to an intersection with the East line of J Street as shown by the plat of Columbia Way Acres #2; thence along the Southernly projection of the East line of J Street produced South from Columbia Way Acres #2 to an intersection with the Longview City Limits; thence Northwesterly along the Longview City Limits to an intersection with the Southernly projection of the West line of Lot 1, Block 1, produced Southernly from Columbia Way Acres #2; thence North along the Way Acres #2 to the true point of beginning of this description, excepting therefrom that portion owned by the United States of America and used by Bonneville Administration for power line purposes; said portion being as shown on the afore mentioned plat of Columbia Way Acres No. 3.

AND WHEREAS, said Company desires 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 desires to dedicate the streets and alleys to the public for the usual street and alley purposes, and desires to subject all of 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 DECLARATION 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 Cowlick 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:

1. DEDICATION

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 Declaration that is inconsistent with the rights, privileges, franchises and easements heretofore granted by the Company or reserved by it as hereinbefore or hereinafter stated.

11. RESERVATIONS, RESTRICTIONS AND COVENANTS

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:

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SUBDIVISION 1. 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 street upon which a lot fronts, as above provided 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 the word is used in this statement 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 one single detached private dwelling-house on each lot or plot, 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.

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

SUBDIVISION 3. Minimum Frontage

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 six thousand (6000) 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.

SUBDIVISION 4. 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 \$1000.00 excepting that on all lots in blocks four (4), five (5) and six (6) that front on J Street, the minimum cost of dwelling shall be \$3000.00.

SUBDIVISION 5. 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 occupancy of any land shown on said plat.

SUBDIVISION 6. Signs and Billboards Prohibited

The construction or maintenance of billboards, or

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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 7. 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, 1946, 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 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 Cowlick County, Washington, at least five years prior to the expiration of this first twenty year period, or of any twenty year period thereafter.

SUBDIVISION 8. 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 term of office 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 9. 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 herein 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, and the other Declarators have affixed their signatures, this 22nd day of May, 1946.

ATTEST:

[Signature]

THE LONG-BELL LUMBER COMPANY
By *[Signature]*
Vice President

STATE OF WASHINGTON)
COUNTY OF COWLITZ) SS

On this 22nd day of May, 1946, 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 each 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.

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

Filed for record this 18 day of May, 1946, in the office of the County Auditor of Cowlick County, Wa.

[Signature]
County Auditor

