

having more than fifty percent of the front foot 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 Coville County, Washington, 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 solism 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

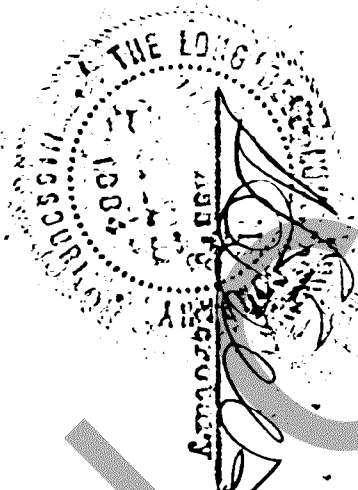
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their option exercise, transfer or assign such rights, reservations, easements and privileges or any one or more of them at any time or times in the same way and manner as though directly reserved by them, or it, in this instrument.

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 attested, and the other Dedicators have affixed their signatures, this 28th day of May, 1937.

THE INTERIOR LUMBER COMPANY

By [Signature]
Vice President



STATE OF WASHINGTON }
COUNTY OF COVILLE } 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 each being advised that they were authorized to execute said instrument, and being the seal affixed to the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year first above written.
[Signature]
Notary Public in and for the State of Washington, residing at [Address].

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 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 twenty-five (25) feet of ground fronting on the street on which the plot fronts, and at least nine thousand three hundred seventy-five (9375) square feet in area, and it is specifically provided that not more than two places 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 (30) feet to the front street in any of said lots in this 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

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established at any time which will bring the front building line nearer than 25 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 distant from the street line in Block 1, or thirty feet distant from the street line in Block 2, or such line as changed by the Company in accordance with the next preceding paragraph.

Subdivision 6. Not 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 part or parts thereof, in the suburban residential district shall cost not less than \$100.00.

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 occupancy 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 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 ordain, publish or execute 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 area 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. Erection.

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, 1927, and shall automatically be extended thereafter for successive periods of twenty years; provided, however, that the terms of the fee simple title to the lots

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LONGVIEW, WASHINGTON
Plat of Columbia Way Acres

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", to which this is attached and of which this is a part, said land being described as follows:

Beginning at a point 542 feet West and 50 feet South of a concrete monument set to mark the intersection of Columbia Way and California Way as described in Ordinances Nos. 105 and 106 of the City of Longview, Washington and running thence West along the South line of Columbia Way 4008 feet; thence North 100 feet to the North line of the Northern Pacific Railroad right of way line; thence East along said right of way line 3936 feet to an intersection with the West right of way line of ditch connecting log pond and Diking Ditch #5; thence South 11 deg. 14 min. East 383.32 feet along said westerly right of way line of said ditch to the North line of Columbia Way; thence South 100 feet to the place of beginning, containing 34.19 acres more or less, exclusive of Columbia Way.

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 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 a statement is hereby made and the same shall be and is as follows, to-wit:

I. 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 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.

II. 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:

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, excepting Lots 47 and 48.

The "retail business district" is intended to mean Lots 47 and 48 of said 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, hereaftermade 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

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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 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.

The lots in the Retail Business District shall be used for retail mercantile business purposes or residential and agricultural purposes only;

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.

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