

FILED
H. H. DEWART, ADDITION
COUNTY CLERK
JUN 8 2 12 PM '37
BY *[Signature]*
KELSO, WN.

PLAT OF COUNTRY CLUB ADDITION

SUPPLEMENTARY DECLARATION

THE LONGVIEW COMPANY, hereby declares that the annexed map and plat is a true and correct map and plat of COUNTRY CLUB ADDITION being the same tract referred to and described in that longer declaration entitled COUNTRY CLUB ADDITION consisting of 12 typewritten pages, filed herewith and hereby referred to and made a part hereof; that the lots and blocks in said tract are of the dimensions, and the Streets, Avenues, Ways and Alleys of the width indicated, and delineated on said plat, the distances being given in feet, and that the said longer declaration herein above referred to relates to said plat and constitutes 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, restrictions, reservations, covenants and other matter contained in said longer declaration were inscribed on this street.

THE LONGVIEW COMPANY, by *[Signature]* its Vice President, Secretary, Secretary to be hereunto attested this 25 day of May 1937

Attest: *[Signature]*
Assistant Secretary

ACKNOWLEDGEMENT

STATE OF WASHINGTON } ss. On this 25 day of May 1937, before me personally appeared S.M. Morris and S.E. Ellis to me personally known to be the Vice President and Assistant Secretary respectively of the Corporation which executed the foregoing Supplementary Declaration and each acknowledged the said Supplementary Declaration to be the true 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 attixed is the corporate seal of said Corporation and that the said Corporation is the owner of the land included within the boundaries of the plat hereto attixed in Witness Whereof I have hereunto set my hand and affixed my Official Seal this day and year first above written.

Notary Public and by the State of Washington
residing at Longview *[Signature]*

SURVEYORS CERTIFICATE

STATE OF WASHINGTON } ss. D. H. Walsh being duly sworn deposes and says that the plat hereto annexed is based on an actual survey and subdivision of the premises thereon designated, which survey and subdivision was made under deponents direction, that the description given in the Declaration relating to said plat and tied herewith is a correct description; that the distances, courses 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.

Licensed Engineer
[Signature]

Subscribed and sworn to before me this 25 day of May 1937
Public in and for the State of Washington residing at Longview *[Signature]*

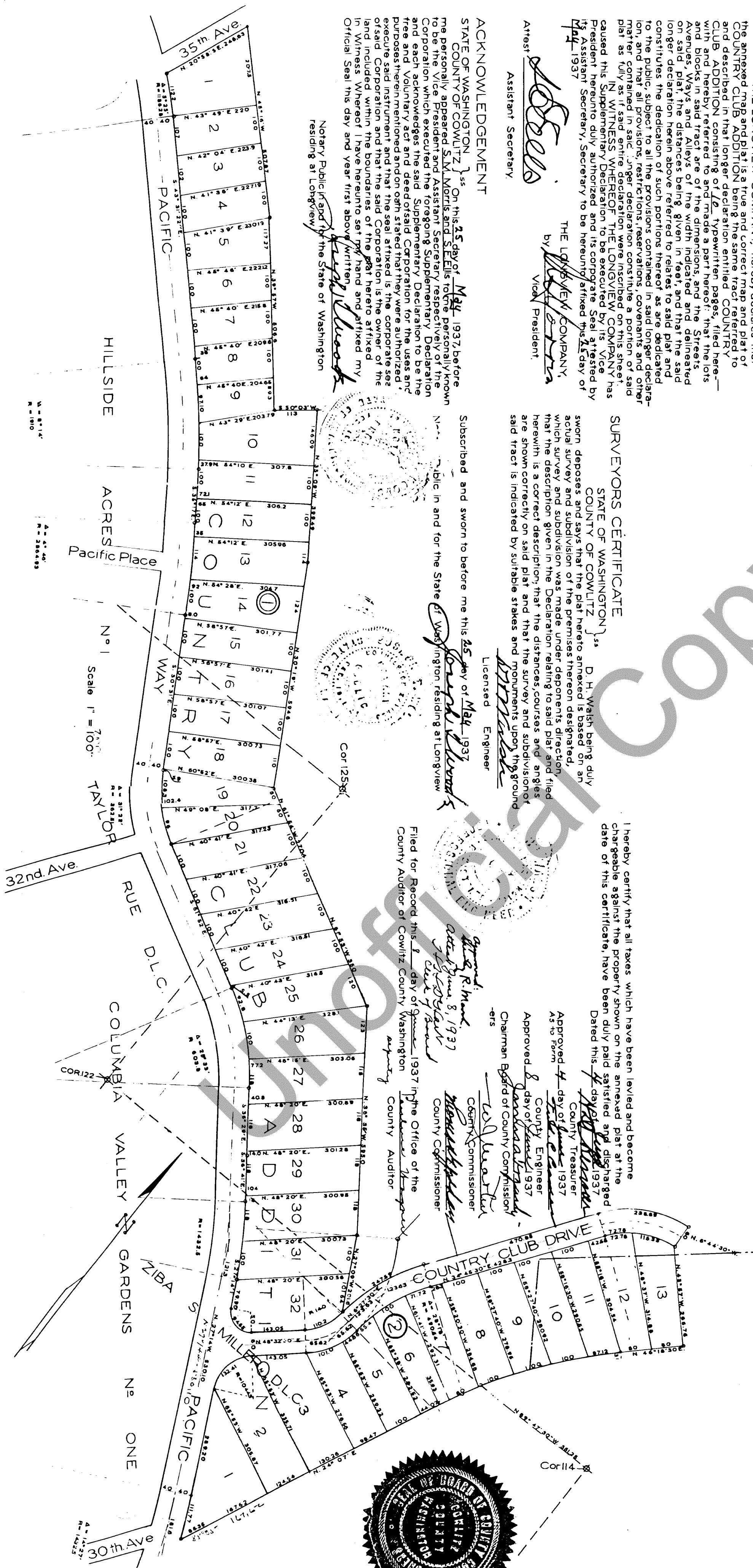
I hereby certify that all taxes which have been levied and become chargeable against the property shown on the annexed plat at the date of this certificate, have been duly paid satisfied and discharged.

Dated this 4 day of June 1937
[Signature]
County Treasurer

Approved 4 day of June 1937
As to form *[Signature]*
County Engineer

Approved 8 day of June 1937
Chairman Board of County Commissioners
[Signature]

Filed for Record this 8 day of June 1937 in the Office of the County Auditor of Cowlitz County Washington
County Auditor *[Signature]*



Notary Public: Nelson G. Ford, Notary Public
residing at 1000 1st St., Kelso, Wn.
30th Ave. 1st St. Center Addition
Cowlitz County Auditor

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, and the other Dedicators have affixed their signatures, this 29th day of May, 1937.

ATTEST:

THE LONGVIEW COMPANY

By W. E. Ellis

Assistant Secretary

Jack R. Pense
Vice President

Charles F. Fairfull
James Fairfull

James Fairfull
James Fairfull

James Fairfull
James Fairfull

James Fairfull
James Fairfull

James Fairfull
James Fairfull

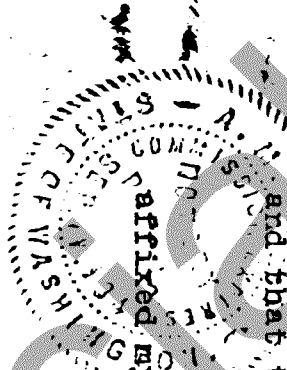
James Fairfull
James Fairfull

James Fairfull
James Fairfull

James Fairfull
James Fairfull

James Fairfull
James Fairfull

James Fairfull
James Fairfull



IN WITNESS WHEREOF, I have hereunto set my hand and seal, and that the seal affixed is the corporate seal of said corporation.

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

STATE OF WASHINGTON)
COUNTY OF COLUMBIA) ss

On this 29th day of May, 1937, before me personally appeared J. O. Thornton and Estelle Thornton; Jack R. Pense and Mary I. Pense; Vance W. Reagan and Gertrude Reagan; C. J. Sneekirk and Nina Sneekirk; Cecil Fugitt and Sarah Fugitt; James D. McCann and Helen A. McCann; and Clyde W. Faithfull and Louise Faithfull, 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.

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



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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 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.

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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 restriction, and may release any lot from any restriction created by deed from the Company, at the end of the first ^{year} twenty 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 Cowitt 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 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.

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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, it being specifically understood that on any of the lots in Block 2 no buildings shall be used nor shall any buildings be erected that are intended to be used for the keeping of cows, poultry or swine.

The lots in the Retail Business District shall be used for retail mercantile business purposes or residential 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.

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,

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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 ninety-two 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 sixty (60) feet to the front street in any of said lots in Block 1, or thirty (30) feet to the front street in any of said lots in Block 2; 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

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fifty 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, corridors, 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. 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 corridors, 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 \$2,500.00. on any lot in Block 1, or \$3500.00 on any lot in Block 2, 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 are used or intended to be used as a temporary place of dwelling.

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LONGVIEW, WASHINGTON

Plat of Country Club Addition

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, J. O. Thornton and Estelle Thornton, his wife; Jack R. Pense and Mary I. Pense, his wife; Vance W. Reagan and Gertrude Reagan, his wife; C. J. Snakvilk and Nina Snakvilk, his wife; Cecil Fugitt and Sarah Fugitt, his wife; James D. McCann and Helen A. McCann, his wife; and Clyde W. Faithfull and Louise Faithfull, his wife, hereinafter called "other dedicators", are the owners of the land shown on the plat, marked "Country Club Addition", to which this is attached and of which this is a part, said land being described as follows: to-wit:

Beginning at a point on the North line of the Zilda S. Miller, D.L.C. located North 89 deg. 47 min. 30 sec. West 351.25 feet from a concrete monument bearing a metal plate with the inscription "L.B. 114" and set to mark the Northeast corner of said D.L.C., said point being the initial point of this survey; thence on a curve to the right having a radius of 1298.57 feet and a back semi-tangent which bears North 29 deg. 33 min. 30 sec. East, an arc distance of 379.56 feet; thence North 46 deg. 18 min. 30 sec. East 160 feet; thence North 43 deg. 57 min. West 266.76 feet; thence North 6 deg. 44 min. 30 sec. West 60 feet; thence on a curve to the left having a radius of 282.27 feet and a back semi-tangent which bears South 83 deg. 15 min. 30 sec. West, an arc distance of 238.89 feet; thence South 34 deg. 45 min. 30 sec. West 470.85 feet; thence on a curve to the left having a radius of 520.54 feet, an arc distance of 247.59 feet; thence North 27 deg. 09 min. West 201.64 feet; thence North 36 deg. 35 min. West 595.0 feet; thence North 61 deg. 53 min. West 350.0 feet; thence North 61 deg. 54 min. West 270.4 feet; thence North 30 deg. 19 min. West 594.6 feet; thence North 35 deg. 09 min. West 399.49 feet; thence South 50 deg. 03 min. West 113.0 feet; thence North 39 deg. 57 min. West 506.6 feet; thence North 45 deg. 16 min. West 507.87 feet; thence South 20 deg. 58 min. 30 sec. West 246.63 feet; th a point on the North line of Pacific Way as shown on recorded Plat of Hillside Acres #1; thence on a curve to the right having a radius of 1186.28

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feet and a back semi-tangent which bears South 49 deg. 56 min. 22 sec. East, an arc distance of 112.2 feet; thence South 43 deg. 31 min. 22 sec. East 645.0 feet; thence on a curve to the right having a radius of 1950.0 feet, an arc distance of 289.0 feet; thence South 35 deg. 17 min. East 137.1 feet; thence on a curve to the right having a radius of 2804.93 feet, an arc distance of 241.0 feet; thence South 30 deg. 31 min. East 413.9 feet; thence on a curve to the left having a radius of 362.51 feet, an arc distance of 198.4 feet; thence South 61 deg. 52 min. East 405.5 feet; thence on a curve to the right having a radius of 603.0 feet, an arc distance of 270.0 feet; thence South 36 deg. 29 min. East 172.8 feet; thence South 36 deg. 41 min. East 122.00 feet; thence on a curve to the right having a radius of 1472.5 feet, an arc distance of 200 feet; thence South 27 deg. 14 min. East 576.41 feet; thence on a curve to the right having a radius of 1472.5 feet; an arc distance of 111.77 feet to the Southeast corner of Lot #1, Block 2; thence North 24 deg. 07 min. East 750.04 feet; thence on a curve to the right having a radius of 1298.57 feet, an arc distance of 123.30 feet to the place of beginning, containing 31.35 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.

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 hereinafore or hereinafter stated.

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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 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, excepting Lot 1, Block 1 of said plat.

The Retail Business District is intended to mean Lot 1, Block 1, 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, 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 of 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, is intended to mean a covered structure not directly attached to the residence which it serves.