

LONGVIEW, WASHINGTON  
HIGHLANDS ADDITION  
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 by it to The Longview Public Service Company or granted or to be granted by its grantor to Sewerage Improvement District No. 1, of Cowlitz County, Washington) of the land shown on the plat marked "Highlands Addition to Longview, No. 2", to which this is attached and of which this is a part; said land being described as follows, to-wit:

Beginning at a point at the intersection of the Easterly line of Oregon Way and the Southerly line of Beech Street as shown by the plat of St. Helens Addition to Longview, No. 1 on file at the office of the Auditor of Cowlitz County, Washington, and running thence along the Southerly line of said Beech Street N. 57° 56' W. 430 feet; thence on a curve to the right having a radius of 685.61 feet through a central angle of 130° 38' 44" a distance of 163.28 feet; thence North 44° 19' 16" West 266.84 feet, thence on a curve to the left having a radius of 635.61 feet through a central angle of 130° 38' 44" a distance of 151.37 feet; thence North 57° 58' West 990 feet to the intersection of the Southerly line of said Beech Street and the Westerly line of Twentieth Avenue, as shown on the above mentioned plat of St. Helens Addition to Longview, No. 1; thence along the Westerly line of said Twentieth Avenue South 320° 02' West 750 feet to the Southerly line of said Alabama Street; thence along the Southerly line of said Alabama Street North 57° 58' West 1190.00 feet to the Easterly line of Twentieth Avenue; thence along the Easterly line of said Twentieth Avenue South 320° 02' West 951.84 feet to the Northerly line of a reserve strip of land 70 feet wide lying immediately Northerly of and measuring 70 feet perpendicular to the Northerly line of the Right of Way of Ditch No. 3; thence along the Northerly line of said reserve strip of land South 43° 03' East 2183.69 feet; thence East 1200.27 feet along the Northerly line of said reserve strip of land to the Easterly line of Oregon Way; thence North 320° 02' East

1299.23 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 Sewerage Improvement District 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 on 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

There has previously been conveyed by the Company to the Longview Public Service Company, by a deed dated February 26, 1924, to which reference is hereby made, the exclusive rights, privileges and franchises in the streets, alleys and parks 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 and 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 or interurban car lines; and
5. Overhanging the rear or alley side of the lots

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shown on said plat, pole lines, cross-arms and wires, such cross-arms and wires to overhang not more than five (5) feet and be not nearer than eighteen (18) feet to the ground.

There has previously been conveyed or is to be conveyed by the Grantor of this Company to said Sewerage Improvement District, an easement in certain of the streets and alleys shown on said plat; and the right to build, construct and maintain therein, sanitary and storm sewers.

The Company reserves to itself the right to grade the streets 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 the 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 power 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 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.

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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 or 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 owner or owners 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 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 "residential district", as that term is used in this statement, is intended to mean all the lots shown on the plat.

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

Any lot, excepting a corner lot, shall be deemed to front on the street on 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.

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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 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 residential district, except as herein-after provided, shall be used for residence purposes only, and no building of any kind whatsoever, shall be erected or maintained thereon except private dwelling-houses, flats, apartments, family hotels and garages for the sole use of the respective owners or occupants of the plots upon which such buildings are erected.

Buildings to be used for schools, churches, libraries, 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 buildings 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

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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, to the site upon which it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structure 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 forty (40) feet of ground fronting on the street on which the plot fronts.

If the plot consists of one lot only, and the frontage of such lot is less than forty (40) feet, then the minimum quantity aforesaid of forty (40) feet may be reduced to the frontage of said lot.

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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 to the front street, or the side street, than the front building line or the side 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 (15) feet to the front street, or the side street building line nearer than five (5) 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 (6) feet beyond the front building line and not more than five (5) feet beyond the side street building line. Building line as here used is meant the building line as shown on the plat or 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, except out-houses, shall be nearer than four (4) 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 (4) foot line, but not more than three (3) feet beyond said four foot line.

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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 - 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 9 - 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 of 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 facility 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 strip 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 or rights of way as to all or any

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portion of said property.

Subdivision 10 - Signs and Billboards Prohibited

The construction or maintenance of billboards, or advertising boards or structures, exceeding five (5) square feet in size, for the display, posting, painting or printing of signs or advertisements on any of the lots on said plat is prohibited, except with the written consent of the said Company.

Subdivision 11 - Duration

All of the restrictions herein set forth shall continue to be binding on the Company and on its successors and assigns for a period of twenty (20) years from April 21, 1924, and shall automatically be extended thereafter for successive periods of ten (10) 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 restriction created by deed from the Company at the end of the first twenty year period or of any successive ten 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 Cowlick County, Washington, at least five (5) years prior to the expiration of the first twenty year period, or of any ten year period thereafter.

Subdivision 12 - 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 seizen of or title to

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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.

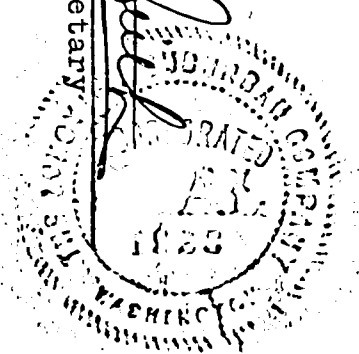
Subdivision 13 - Company's Right to Assign

The Company may, by an 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 <sup>Asst</sup> Secretary to be hereunto affixed this 23rd day of April, 1924.

THE LONGVIEW SUBURBAN COMPANY  
By [Signature]  
Vice President

Attest:  
[Signature]  
Asst. Secretary

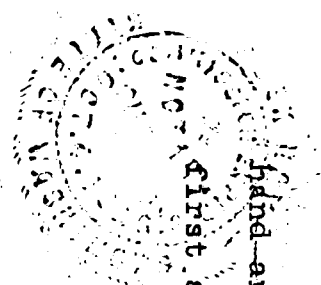


STATE OF WASHINGTON  
COUNTY OF COWLITZ

On this 23rd day of April, 1924, 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 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 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



*SUPPLEMENTARY DECLARATION*

THE LONGVIEW SUBURBAN COMPANY  
by [Signature]  
Vice President

## ACKNOWLEDGEMENT

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

1. John Smith 10/1/1901.  
2. John Smith 10/1/1901.

# SURVEYORS CERTIFICATE

Wesley Vanderhook, being duly sworn, deposes and says that the plat hereto annexed is based upon an actual survey and subdivision of the premises hereto designated, which survey and subdivision was made under department's direction that the descriptions given in the declaration relating to said plat and filed herewith is a correct description; that the distances and 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.

Subscribed and sworn to before me this  
23<sup>rd</sup> day of April 1924

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

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, and have been discharged.

*Wm. J. Brown*

Wm. J. Brown  
County Treasurer

Approved this 22 day of Apr. 1924  
E. A. Middlebrook  
County Engineer

Approved this 26 day of April 1924

Chairman Board of County Commissioners

Country Commissioner

County Commissioner

Filed for record this 26 day of April 1924, in the office of the County Auditor of County Washington.

Country Auditor