

LONGVIEW, WASHINGTON

Plat of Hillside Acres No. 1.

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 The Long-Bell Lumber Company), of the land shown on the plat, marked "Hillside Acres No. 1", to which this is attached and of which this is a part, said land being described as follows, to-wit:

Beginning at a point 394.1 feet South and 277.1 feet West of the Northeast corner of the Taylor Rue D.L.C. and running thence on a curve to the right having a radius of 362.51 feet and a back semi-tangent which bears North 59 degrees 01 minutes 09 seconds West through a central angle of 28 degrees 30 minutes 12 seconds, an arc distance of 180.35 feet; thence North 30 degrees 12 minutes West 454.86 feet; thence on a curve to the left having a radius of 2804.9 feet and a back semi-tangent which bears North 30 degrees 31 minutes West through a central angle of 4 degrees 46 minutes 23 seconds, an arc distance of 241.99 feet; thence North 35 degrees 17 minutes 23 seconds West 139.14 feet; thence on a curve to the left having a radius of 1950.08 feet and a back semi-tangent which bears North 35 degrees 17 minutes 23 seconds West through a central angle of 8 degrees 13 minutes 59 seconds, an arc distance of 280.21 feet; thence North 43 degrees 31 minutes 22 seconds West 613.81 feet; thence on a curve to the left having a radius of 1186.28 feet and a back semi-tangent which bears North 43 degrees 31 minutes 22 seconds West through a central angle of 6 degrees 13 minutes 16 seconds, an arc distance of 234.24 feet; thence North 20 degrees 58 minutes 29 seconds East 186.55 feet; thence on a curve to the left having a radius of 186.55 feet and a back semi-tangent which bears North 20 degrees 58 minutes 29 seconds East through a central angle of 5 degrees 72 minutes 25 minutes 45 seconds, an arc distance of 235.82 feet; thence North 51 degrees 27 minutes 16 seconds West 234.24 feet; thence on a curve to the left having a radius of 2317.01 feet and a back semi-tangent which bears North 51 degrees 27 minutes 16 seconds West through a central angle of 5 degrees 46 minutes 28 seconds, an arc distance of 233.00 feet; thence North 57 degrees 13 minutes 44 seconds West 285.74 feet; thence on a curve to the right having a radius of 358.06 feet and a back semi-tangent which bears North 57 degrees 13 minutes 44 seconds West through a central angle of 49 degrees 33 minutes 52 seconds, an arc distance of 309.74 feet; thence North 7 degrees 39 minutes 52 seconds West 383.32 feet; thence on a curve to the left

having a radius of 816.00 feet and a back semi-tangent which bears North 7 degrees 39 minutes 52 seconds West through a central angle of 45 degrees 12 minutes 12 seconds, an arc distance of 643.78 feet; to a point which is 176.1 feet North and 700.61 feet East of the corner common to Sections 17, 18, 19 and 20, Township 8 North Range 2 West W.W.; thence North 52 degrees 52 minutes 04 seconds West 665.64 feet; thence on a curve to the left having a radius of 598.24 feet and a back semi-tangent which bears North 52 degrees 52 minutes 04 seconds West through a central angle of 30 degrees 37 minutes 04 seconds, an arc distance of 317.28 feet; thence North 83 degrees 15 minutes 41 seconds 314.95 feet; thence on a curve to the right having a radius of 1119.62 feet and a back semi-tangent which bears North 83 degrees 15 minutes 41 seconds West through a central angle of 10 degrees 15 minutes 41 seconds, an arc distance of 212.12 feet; thence North 72 degrees 25 minutes West 152.37 feet; thence on a curve to the right having a radius of 262.94 feet and a back semi-tangent which bears North 72 degrees 25 minutes West through a central angle of 36 degrees 42 minutes 35 seconds, an arc distance of 168.48 feet; thence South 89 degrees 28 minutes West 457.37 feet; thence South 25 degrees 22 minutes West 349.35 feet; thence on a curve to the right having a radius of 502 feet and a back semi-tangent which bears South 64 degrees 38 minutes East through a central angle of 52 degrees 16 minutes, an arc distance of 275.49 feet; thence South 12 degrees 22 minutes East 70.0 feet; thence on a curve to the left having a radius of 401.7 feet and a back semi-tangent which bears South 12 degrees 22 minutes East through a central angle of 36 degrees 30 minutes, an arc distance of 258.24 feet; thence South 49 degrees 12 minutes East 545.5 feet; thence on a curve to the right having a radius of 859.0 feet and a back semi-tangent which bears South 49 degrees 12 minutes East through a central angle of 16 degrees 34 minutes, an arc distance of 240.38 feet; thence South 32 degrees 38 minutes East 333.4 feet; thence on a curve to the right having a radius of 147.7 feet and a back semi-tangent which bears South 32 degrees 38 minutes East through a central angle of 26 degrees 06 minutes, an arc distance of 670.85 feet; thence South 6 degrees 32 minutes East 245.9 feet; thence on a curve to the left having a radius of 1106.3 feet and a back semi-tangent which bears South 6 degrees 32 minutes East through a central angle of 15 degrees 30 minutes, an arc distance of 299.3 feet; thence South 22 degrees 02 minutes East 39 feet; thence South 67 degrees 58 minutes West 10 feet; thence South 22 degrees 02 minutes East 210 feet; thence on a curve to the left having a radius of 184.2 feet and a back semi-tangent which bears South 22 degrees 02 minutes East through a central angle of 76 degrees 45 minutes, an arc distance of 246.80 feet; thence on a curve to the right having a radius of 362.8 feet and a back semi-tangent which bears North 81 degrees 13 minutes East through a central angle of 34 degrees 43 minutes, an arc distance of 218.46 feet; thence North 25 degrees 43 minutes West 10 feet; thence on a curve to the right having a radius of 372.8 feet and a back semi-tangent which bears South 64 degrees 17 minutes East through a central angle of 17 degrees 64 minutes, an arc distance of 116.68 feet; thence South 46 degrees 21 minutes East 35.0 feet; thence on a curve to the right having a radius of 756.18 feet and a back semi-tangent which bears South 46 degrees 21 minutes East through a central angle of 8 degrees, an arc distance of 105.67 feet; thence South 38 degrees 21 minutes East 328.9 feet; thence on a curve to the left having a radius of 597.3 feet and a back semi-tangent which bears South 38 degrees 21 minutes East through a central angle of 18 degrees 49 minutes, an arc distance of 196.16 feet; thence South 57 degrees

10 minutes East 227.9 feet; thence South 32 degrees 50 minutes West 10 feet; thence South 57 degrees 10 minutes East 557.9 feet; thence on a curve to the left having a radius of 666.8 feet and a back semi-tangent which bears South 57 degrees 10 minutes East through a central angle of 18 degrees 55 minutes, an arc distance of 226.75 feet; thence South 76 degrees 05 minutes East 31.0 feet; thence on a curve to the right having a radius of 985.4 feet through a central angle of 10 degrees 29 minutes, an arc distance of 180.28 feet; thence North 24 degrees 24 minutes East 10 feet; thence on a curve to the right having a radius of 995.4 feet and a back semi-tangent which bears South 65 degrees 36 minutes East through a central angle of 1 degree 31 minutes, an arc distance of 26.35 feet; thence South 64 degrees 05 minutes East 66.3 feet; thence on a curve to the left having a radius of 5689.6 feet and a back semi-tangent which bears South 64 degrees 05 minutes East through a central angle of 4 degrees 10 minutes, an arc distance of 413.76 feet; thence South 68 degrees 15 minutes East 235.24 feet; thence North 34 degrees 56 minutes 04 seconds East 224.24 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 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 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 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

There has previously been conveyed by the Company to The Longview Public Service Company by deed dated November 24, 1924, to which reference is hereby made, 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 and other conduits for the furnishing of electricity for light, power, telephone, fire alarm and other services;
4. In the streets, single or double track street car or inter-urban 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 feet, and to be not nearer than eighteen feet to the ground.

There has previously been conveyed or is to be conveyed by the Grantor of this Company to said The Long-Bell Lumber Company, an easement in certain of the streets and alleys shown on said plat and the right to build, construct, keep 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 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.

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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 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 owners or owner of the lots which abut upon the streets or alleys, or any of them, respectively, all of its rights, 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 streets 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 purposes, 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 "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

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

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

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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.

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 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 fifty feet of ground fronting on the street on which the plot fronts, and at least fifteen thousand square feet in area.

If the plot consists of one lot only and the frontage of such lot is less than fifty feet or the area is less than fifteen thousand square feet, then the minimum quantity aforesaid of fifty 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 than twenty (20) feet to the front street, or the side street; 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 fifteen 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 twenty feet distant from the street line, 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, 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

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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 or 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 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.

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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 upon the Company and upon its successors and assigns for a period of twenty years from October 20, 1924, 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 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 Cowlitz 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 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



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any 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.

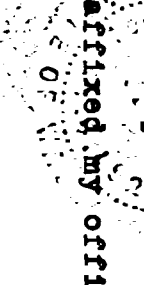
IN WITNESS WHEREOF, the Company has by authority of its Board of Directors caused this instrument to be executed by its Vice-President and its corporate seal attested by its Assistant Secretary, to be hereunto affixed, this 29th day of November, 1924.

Attest: 
Assistant Secretary,
THE LONGVIEW SUBURBAN COMPANY,
BY 
Vice-President.

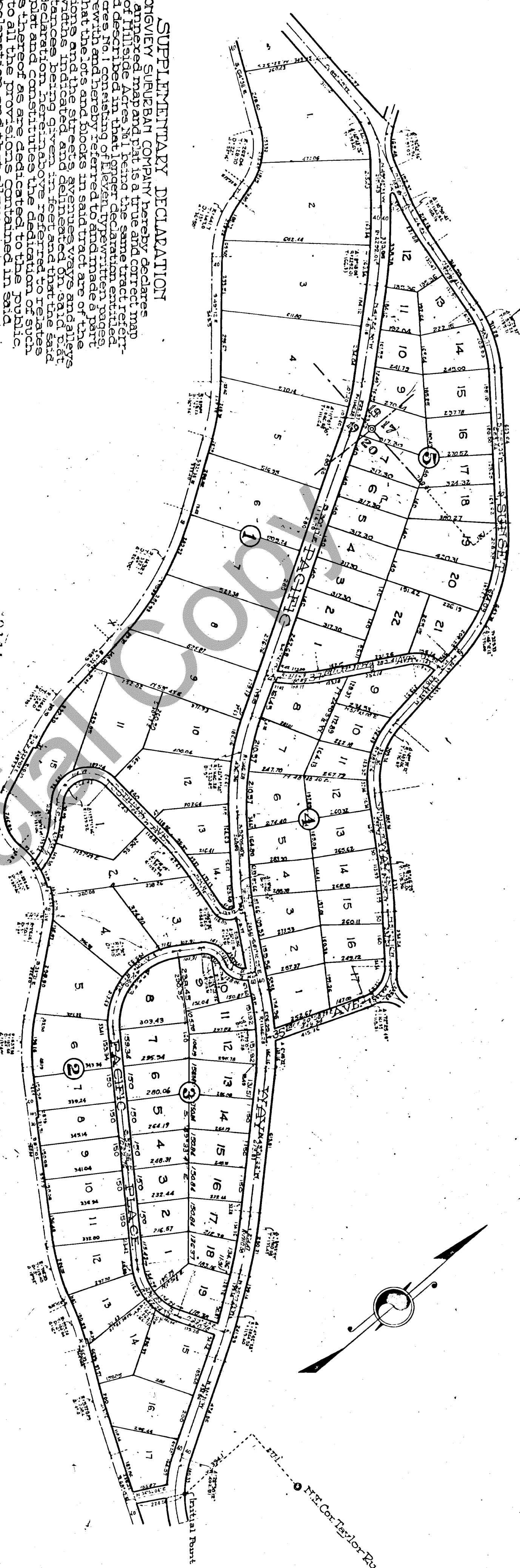
STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss.

On this 29th day of November, 1924, before me personally appeared S. M. MORRIS and L. C. SMITH, 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 in each stated that he was 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.

HILLSIDE ACRES NO. 1



SUPPLEMENTARY DECLARATION

The LONGVIEW SUBURBAN COMPANY hereby declares that the annexed map and plat is a true and correct map and plat of Hillside Acres No. 1, being the same tract referred to and described in that longer declaration entitled 'Hillside Acres No. 1' consisting of eleven typewritten pages, hereof that the lots and blocks in said tract are of the dimensions and the streets, avenues, ways and alleys of the subdivisions indicated and delineated on said plat longer declaration heretofore referred to and that the said 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 matters contained in said longer Declaration constitute a portion of said plat as fully as if said entire declaration were inscribed on this plat.

In witness whereof the LONGVIEW SUBURBAN COMPANY has caused this supplementary declaration to be executed by its Vice President thereunto duly authorized and its Corporate Seal attested by its Assistant Secretary to be hereunto affixed this 23rd day of Nov. 1924.

THE LONGVIEW SUBURBAN COMPANY

Attest *Richard* by *W. H. Harris*
Assistant-Secretary Vice President

ACKNOWLEDGMENT

State of Washington) ss
County of Coville

On this 23rd day of Nov. 1924, before me personally appeared *W. H. Harris* and *Richard*, 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 free and voluntary act and deed of said Corporation and on each stated that they were authorized to execute said instrument and that the seal affixed 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 affixed.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

W. H. Harris
Notary Public in and for the
County of Coville, Washington

SURVEYORS CERTIFICATE

State of Washington) ss
County of Coville

Wesley Vandercock, 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 deposit of the correct description given in the declaration relating to said plat and filed herewith is a correct description of the land and that the boundaries 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.

Filed for record in
Auditor's Office, Coville County, Wash.
by *W. H. Harris* 1924
on Nov. 23rd of 1924
11:00 AM
I have received in
Summons of said County, in Vol.
11
W. H. Harris
Notary Public

Wesley Vandercock
City Engineer

Subscribed and sworn to before me
this 23rd day of Nov. 1924.

W. H. Harris
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 satisfied and discharged.
Dated *12/3* 1924.

Approved this 2 day of *Dec* 1924.
W. H. Harris
County Engineer

Approved this 3 day of *Dec* 1924.
W. H. Harris
Chairman, Board of County Commissioners
County Commissioner
W. H. Harris
County Commissioner

Filed for record this 3 day of *Dec* 1924, in
the office of the County Auditor of Coville
County, Washington.

W. H. Harris
County Auditor