atral angle or ... thence North 56 WHEREAS, East th: 00 of 170 shown e of Sunset entioned; th thenc a cen of 21 .e o attached and of a curve to al angle of thence Nor ve to the J and a back through a "7.14 fr Reservations Åq follows, to-wit: ntral angle of 10 12.09 feet; thence 44 feet; thence of feet through a cent an arc distance of and existing lO degree ince Nort thereof g e oj tra Jep 99 The Longview Suburban 1t8 ashi ght ha the Longview feet t o thenc an 120. grantor CULAG plat, LONGVIEW, WASHINGTON section aving a re es 14 minu th 45 degr production of same North ance on a curve to the le semi-tangent which bears central angle of 37 degre st; thence South 72 degre curve to the left having thence on a curve to the thence on a curve to the bugh a central angle of left ugh a central angle of left stance of 124.85 feet to bace North 54 degrees 46 on fi 16 degrees, 44 minute 16 degrees, 44 minute 17 38 degrees 02 minute 16 having a radius of 16 02 minutes, an arc 19 02 minutes West 51 19 04 minutes West 51 19 04 minutes of 1408. Hillside Acres called "the he Restrictions DECLARATION Å which Publ1c rights, minut marked PREAMBLE n of the of Hillsi le at the le at the and the ling thence đ virtue 1he đ this is a having Service he production llside Acres N the office of "Hillside hereinafter Nor Long-Bell Lumber Company), Company о**f** Company, minut a10 No degrees to the rf the Company, part, ears Covenants 191 Laws H 408.0 A ites 1/ No H referred of Northwester. No. 1, as shown Sou the ra de said land corporation degrees No. navi ofut 2 tes ... lus l secon) minutes 4 nt having 4 ~3 57 m tr minu ius o n. es West 72.81 ~78.08 feet ~78.08 feet G therly fee the State granted 55 de/ 5 22 feet; through 128.43 sonds, 41 hence ĺſ a the 9 Acres 3t 72.81 We e tes, an es East 1120.7(ids, an ţ grees adius min-74.93 60 min-1 by litor Way 10 01 , the 21 degi 21 degi 21 degi 39 d. , o the right of 20 degrees , e to the right ha since North 14 degrees urve to the left ence North 20 ve to the left of 34 degree verto the left North 20 North the nence nce .ve to . gle of 34 u. .ence North 20 . .urve to the left ngle of 48 degre ance North 68 d to the rig) . of 44 Nor oug. 109.77 j ince on f nc. ve tc thenr on on to angle o. ; thence Nor. curve to the ls. ral angle of 122 des ; thence South 33 degree urve to the right having il angle of 58 degrees 45 nce North 87 degrees 45 nce North 87 degrees 46 n the left having a degrees 21 min nuth 68 degr to the feg nce 230.34 f nce on a cu entral angl dist entra. E 74. 56 tra thence the 308 131 thence len a cu angl fee a c feet **e**n ö feet te or thence egrees 42 mi 20 degrees 1 left having)grees ra-; thei - 9 t/ 68 degrees 27 right having 44 degrees 1 to the the to the the the the the the the the to th , to legre. t havi a cur the having es 12 m tr œ ther ving a ы В О il ang No 700 No n minu degr **1**5 en e Inut ;es 30)s 52 m radius å minu usep the ha 843 471 to the left having a radius of North 72 degrees 00 minutes, an so the right having a radius of 45.72 degrees 24 minutes an arc distance so 27 58 degrees 35 minutes, a radius of 118.06 feet through inutes an arc distance of 25.92 nutes west 4.87 feet; thence on a of 384.28 feet through a central arc distance of 143.64 feet; west 69.45 feet; thence on a of 151.75 feet through a central arc distance of 107.06 feet; there distance of 107.06 feet; mate distance of 107.06 feet; thence on a of 105.66 feet; thence on a arc distance of 107.06 feet; thence on a a arc distance of 107.06 feet; thence on a a arc distance of 107.06 feet; thence on a a arc distance of 107.06 feet; thence of 315.59 mites 30 seconds west 18.5 feet; thence of 315.65 minutes 07 108.34 feet; a radius of 108.34 feet; therough a central arc distance of 108.34 feet; a radius of 26.97 feet through a central a radius of 26.97 feet through mites 30 seconds wast 55.72 feet; a radius of 112.17 feet through nutes 30 seconds an arc distance es 20 minutes west 67.02 feet; a radius of 112.17 feet through degrees 55 minutes 30 seconds a radius of 112.17 feet through degrees 50 minutes 30 curve to the right ardius of seconds a radius f 40 degrees orth 36 degrees legrees 55 minutes, an 66 degrees 40 minutes 17t having a radius of degrees 00 minutes, a **8**99, an

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Dedication

leys, land so as to subdivide the same into lots, blocks, streets and alafter mentioned made Long-Bell Lumber chise rights of all as AND WHEREAS, shown The Company, and subject by the plat Longview Public þy said Company the Company) desires aforesaid, and (subject to the Service Company and of said The desires to the 6 б reservations hereinfile a plat of said dedicate the streets fran-

16 minutes East 40.65 feet; thence on a curve to the right having a radius of 86.17 feet through a central angle of 92 degrees 27 minutes was of 112.16 feet; thence of 160.20 feet; thence on a curve to the right having a radius of 86.17 feet through a central angle of 92 degrees 17 minutes, an arc distance of 160.20 feet; thence on a curve to the right having a radius of arc distance of 160.20 feet; thence on a curve to the right having a radius of 121.19 feet through a central angle of 23 degrees 00 minutes, an arc distance of 160.20 feet; thence 180.20 feet; thence 120.20 feet; thence 180.20 feet; thence 120.20 feet; JA A CURVO LITAL ANGLO thence curv

Dedication -5-	Dedication -4-
any public authority, or to the owner	
stated in the deed; but the Company r	ry and storm sewers.
streets or alleys, except where the c	and the right to build, construct, keep and maintain therein, sani-
be deemed to have the effect to conve	an easement in certain of the streets and alleys shown on said plat
deed to an	by the Grantor of this Company to said The Long-Bell Lumber Company,
herein cont	There has previously been conveyed or is to be conveyed
easements heretofore granted by the C hereinbefore or hereinafter stated.	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.
No right is intended to be that is inconsistent with the rights,	atree
to the public t , respectively.	5. Pole lines, wires, underground cables and other con- duits for the furnishing of electricity for light, power, telephone, fire alarm and other services;
streets or alleys granted by Subject to the foregoing,	 Underground pipes or other instrumentations under- ground for conducting and performing any public or quasi-public utility, business or function beneath the surface of the ground;
	1. Underground pipes for the furnishing of water, heat and oil;
and alleys, gasoline, oir and other a construction and maintenance of which	maintain and operate:
truct and maintain below	and franchises in the streets and alleys shown on said plat to lay,
The Company reserves to 1	ts, pri
	Longview Public Service Company by deed dated November 24th, 1924,
leys as may be within its powers and .	There has previously been conveyed by the Company to The
and, generally, to exercise such cont	I. DEDICATION
ley for parking which may be contrary	0-#1t:
to prohibit the	de and the same shall be and is as f
and regulations concerning the parkin.	hington,
chenseten enunearliter on mite	made by the Company and spread upon the public records of Cowlitz
sary and to accept bonds or deposits :	rictions and covenants sh
ake cuts	in the nature of a DEDICATION of said streets and alleys and a DEC-
deems necessary or desirable; to issu	WHEREAS, to accom
lish; to pave, gravel or lay sidewalk.	ations. restrictions and covenants hereinafter set for th
lleys in accordance w	alleys to the public for the lots shown on said plat to
The Company reserves to 1ts	s ollows to the muhlin for the us
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PLAT

on such streets or alleys; to make rules wers and as 1t may deem necessary or ; to issue permits for plumbers or such control over the streets and alsidewalks in such of the streets as it to such rules and regulations; any part of a street or alg of vehicles in the streets such structures of a permanelf the right to grade the for the repairing of same; to them when by it deemed necessuch grades as it may estab-

n below the surface of said streets Belf + <u></u>tt. e used for the usual street he Company dedicates said torage tanks and pipes, the shall not be inconsistent other rights and franchises the exclusive right to

1 by the Company or reserved by 1t as conveyed by this Dedication privileges, franchises and

nere the contrary intention is expressly t to convey the title to the land in said Company reserves the right to convey to the owners or owner of the lots which 1ther taken by 1tself or in lots shown on said plat, shall

> of its rights, title and interest in said streets or alleys, should abut upon the streets or alleys, or any of them, respectively, all the Company at any time deem it expedient to do so.

ages shall be awarded to the Company for the taking of such street, streets shown on said plat and in the condemnation proceedings damthe Company agrees to apply the amount received by it as damages in on said plat against whom in such proceedings benefits may have been assessed in excess of the damages awarded to them. sary for the purposes, to reimbursing the owners of any land shown such condemnation proceedings, or so much thereof as may be neces-If any public authority shall condemn for public uses any

RESERVATIONS, RESTRICTIONS AND COVENANTS

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servations, restrictions and covenants set forth in the various subabove referred to is held and shall be conveyed subject to the redivisions of this declaration, to-wit: The Company declares that the land shown on said plat

statement, is intended to mean all of the lots shown on the The "suburban residential district", as that term is used Subdivision 1 -Definitions

in this

plat. A "corner lot" is one that abuts on more than one street. Any lot, except a corner lot, shall be deemed to front

lot, hereafter made by it, the street on which such corner lot shall front on the street on which it has the smaller dimension, thereafter be considered as fronting. where the Company shall designate in any deed conveying any corner on the street upon which it abuts. A corner lot shall be deemed to except

with the consent in writing of the holder of the fee simple title lot shall be deemed to front. thereto, may designate a different street as the one upon which such The Company, in the deed to any corner lot, or at any time

shall be deemed to be the front street. The street upon which a lot fronts, as above provided, Any other street contiguous

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Dedication -6-

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Dedication -8-	Dedication -7-
ing of the owner of the fee simple ti	any of the land shown on said plat, except with the consent in writ-
building lines, or may at any time th	There shall not be erected, permitted or maintained upon
vided, however, that the Company in t	locations approved in writing by the Company.
than twenty (20) feet to the front st	Parks and playgrounds may be laid out and maintained in
Vided, shall be erected or maintained	specifying the uses to which such building may be put.
No building or part thereof	other instrument in writing executed by the Company, approving and
Bubdivision 5 - Set Bac	shall have been filed in the proper office of record, a deed or
a good frontage on the street on whic	in this paragraph, except by the Company, unless in each case there
Every building erected on a	be erected, maintained or used for any of the purposes mentioned
feet may be reduced to the frontage o	approved by the Company; provided, however, that no building shall
thousand square feet, then the minimu	or philanthropic purposes may be erected or maintained in locations
auch lot is less than fifty feet or t	cipal service stations, or for recreative, educational, religious
If the plot consists of one	ies, mu
and at least fifteen thousand square	Buildings to be used for schools, churches, libraries,
feet of ground fronting on the street	are customarily appurtenant to suburban residences.
ant to it and not occupied by any oth	upon which such garages are erected and such other outbuildings as
Every building erected on a	the sole use of the respective owners or occupants of the plots
Subdivision 4 - Minimu	houses, flats, apartments, family hotels, and private garages for
property.	
ture as planned on the outlook from t	iltural pur
with the surroundings and the effect	provided,
site upon which it is proposed to ere	
structure and of the materials of whi	Subdivision 2 - Use of Land
to consideration the suitability of 1	the residence which it serves.
specifications, plot plan and grading	is intended to mean a covered structure not directly attached to
lodged permanently with the Company.	An "outbuilding," as that word is used in this statement,
in writing by the Company and a copy	front on both atreets.
factory to the Company, shall have be	on more
tions, plot plan and grading plan the	ot or lots constituting said plot front, unless the lot or
change or alteration therein be made	Every plot shall be deemed to front on the stre
menced, erected or maintained, nor sh	more or less than one lot.
No building, fence, wall o:	to mean a single piece or parcel of land consisting of one lot or
Subdivision 3 - Approv	The word "plot" as used in this statement is intended
ing of the Company, any cesspool or]	to such lot shall be deemed to be a side street.

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privy.

Approval of Plans

ll have been submitted to and approved ed, nor shall any addition thereto or als of which it is to be built, to the sed to erect same, the harmony thereo: 11ity of the proposed building or other nd grading plan, the Company may take ine, wall or other structure shall be comg plan therefor, or information satisto erect same, the harmony thereof the adjacent or neighboring of the building or other struc-, until plans and specificathereof as finally approved In so passing upon such plans,

the street on which the plot fronts, by any other building at least fifty he minimum quantity aforesaid of fifty its of one lot only and the frontage of scted on any plot shall have appurtenrontage of said lot. feet or the area is less than fifteen - Minimum Frontage feet in area.

t on which said plot fronts. t on which any plot shall front or present Set Back From Street Line.

t thereof, except as hereinafter proon any of said lots nearer

y time thereafter, with the consent in writpany in the deed to any lot, may change said front street, or the side street; protle to such lot, change said

nearer than five feet to the side street. or than fifteen feet to the front street, or the side building line be made at any time which will bring the front building line nearestablished by said deed; provided, however, that no change may building lines, or may change the building lines which it may have

graph. and twenty feet distant from the street line, or such line as building line, as here used, is meant a not more than five feet beyond the side street building line. By changed by the Company in accordance with the next preceding paraextend not more than six feet beyond the front building line, first floor of the building, bay or other windows, vestibules, of the building, steps extending not higher than the level of the cornices, spoutings, chimneys, or other similar projections, may floors of which are not higher than the level of the first floor Covered or uncovered, but not inclosed, porches, the building line parallel to and

Subdivision 6 - Set Back from Side Property Line

which it is erected, except that cornices, spoutings, chimneys, and purely ornamental projections may extend beyond said four foot line, nearer than four feet to the side property line of the plot upon but not more than three feet beyond said four foot line. No part of any building, except out-houses, shall be

Subdivision 7 -Company's Judgment Conclusive

and binding on all parties. and the Company's judgment and determination thereon shall be final from said lines necessary to conform to the requirements hereof, property lines of any plot, and also the amount of the set back determine which are the front street, side street, rear and side The Company shall in all cases have the right to say and

Subdivision 8 - Minimum Cost of Residence

lota, rict shall cost not less than \$1,000.00. or part or parts thereof, in the suburban residential dist-Any residence erected wholly or partially on any of the

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Dedication - 11	
force any of the restrictions herein	Dedication -10-
owner or owners of any other lot or l	
dinary legal action for damages, and	ten consent of the Company.
observance of the restrictions above	on any of the lots in said plat is prohibited, except with the writ-
hibitive or mandatory, to prevent the	the display, posting, painting or printing of signs or advertisements
land shall have the right to sue for	tising boards or structures, exceeding five square feet in size for
or title to said land, and the owner	The construction or maintenance of billboards, or adver-
respect to breaches committed during	Subdivision 11 - Signs and Billboards Prohibited
personally binding on any corporation	tion of said property.
improvements thereon, but no restrict	guish or vacate such easements and rights of way as to all or any por-
restrictions as to the use of said lo	And the Company shall have the right at any time to extin-
and assigns, and with each of them, t	rights of way are reserved.
agree and covenant with the owner of	and all times for any of the purposes for which said easements and
parties claiming by, through or under	for damage for trespass, to enter upon said strips of land at any
and bind the present owner, its succe	And the Company shall have the right, without liability
The restrictions herein set	Such easements and rights of way are located on said plat.
Subdivision 13 - Rig	ground.
after.	or quasi-public utility or function beneath the surface of the
this first twenty year period, or of	Any other method of conducting and performing any public
y, Washington, at least five	pipes, and
the same for record in the office of	Public and private sewers, storm water drains, land drains,
Agreement, or Agreements, in writing	sary attachments in connection therewith;
period thereafter, by executing and a	city for lighting, telephone and other purposes, and for the neces-
of the first twenty year period or of	Poles, wires and conduits for the transmission of electri-
from any restriction created by deed	erection, construction and maintenance of
from any one or more of said restrict	Easements and rights of way shall be reserved for the
shown on this plat may p	ement
to the lots having more than fifty pe	by the owner or occupant of any land shown on said plat.
years; provided, however, that the ow	person not of the white race while employed in or about the premises
matically be extended thereafter for	hibition, however, is not intended to include the occupancy by a
for a period of twenty years from Oct	owned or occupied by, any person not of the white race. This pro-
and be binding upon the Company and u	leased or given to, and no building erected thereon shall be used,
All of the restrictions her	None of the lots shown on said plat shall be conveyed,
Subdivision 12 -	Subdivision 9 - Ownersnip by Anyone Other Inan White Race Prohibited
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Duration

0 r such purposes and filing mowledging an appropriate om the Company, at the end ons, and may release any lot ccessive periods of twenty y twenty year period thereiny successive twenty year . of the lots hereby restricted cent of the front feet of the rs of the fee simple title er 20, 1924, and shall auton its successors and assigns in set forth shall continue prior to the expiration of County Auditor of Cowlitz

s shown on this plat to en-1 lure of the Company or the s, his or their seizin of person or persons, except in ns herein set forth shall be conform to and observe said ors and assigns; and all orth shall run with the land t forth in addition to orreach of or to enforce the d obtain an injunction proid lots, its successors t shall be taken to hold, and the construction of owners of any of the above

> so thereafter. olation shall in no event be deemed to be a waiver of a right to do Subdivision 14 - Company's Right to Assign

their option exercise, transfer or assign such rights, reservations, vey to any person or corporation any or all of the rights, reservaor it, in this instrument. times in the same way and manner as though directly reserved by them, easements and privileges or any one or more of them at any time or assignment or conveyance being made its assigns or grantees may at tions, easements and privileges herein reserved by it and upon such The Company may, by appropriate instrument, assign or con-

President and its corporate seal attested by its Assistant Secretary, to be hereunto affixed, this 9th Board of Directors caused this instrument to be executed by its Vice-IN WITNESS WHEREOF, the Company has by authority of its day of July, 1925.

Attest Assistant Secretary. Ł

to Enforce

THE LONGVIEW Vice-President. SUBURBAN COMPANY, þ

COUNTY OF COWLITZ STATE OFWASHINGTON) ی ۵۵ ۰

appeared S. M. MORRIS and L. C. STITH, to me known to be the Viceinstrument to be the free and voluntary act and deed of said corpora-President and Assistant Secretary of the corporation that executed the within and foregoing instrument, and each acknowledged the said that he was authorized to execute said instrument, and that the seal tion, for the uses and purposes therein mentioned and on oath stated affixed is the corporate seal of said corporation. on this Ith day of Luly 1925, before me personally

fixed my official seal the day and year first above written. IN WITNESS WHEREOF, I have hereunto set my hand and af-

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forth at the time of its vi-

Notary Public in and for the of Washington, residing at A a c he State 00: Longview

