

12

201309

LONGVIEW, WASHINGTON

Plat of Laurel HeightsDECLARATION

as to

Dedication, Reservations, Restrictions and CovenantsPREAMBLE

WHEREAS, The Long-Bell Lumber Company, a corporation organized under, and existing by virtue of, the laws of the State of Missouri, hereinafter called "the Company" is the owner of the land shown on the plat, marked "Laurel Heights", to which this is attached and of which this is a part, said land being described as follows:

Beginning at concrete monument #397 set to mark the most Northerly corner of the A. A. Brazee D/C and the Diamond D. Brazee D/C; thence North 89 degrees 16 minutes East 152.12 feet to the true point of beginning of this description, said point being on the North line of the A. A. Brazee D/C; thence South 410 feet; thence South 28 degrees 51 minutes West 309.63 feet; thence South 60 degrees 03 minutes West 318.05 feet; thence South 21 degrees 26 minutes East 300 feet to a point on the North R/W line of Laurel Road as located and built by Cowlitz County; thence along the Northerly R/W line of Laurel Road on a curve to the left having a radius of 306.5 feet a back tangent which bears South 63 degrees 34 minutes East an arc distance of 410.09 feet to an intersection with the Westerly extension of the North line of Lot 1, Block 1, Cascade Hills; thence South 34 degrees 44 minutes East 342.51 feet more or less to the North-east corner of said Lot 1, Block 1, Cascade Hills; thence South 49 degrees 18 minutes East along the Northeast boundary of Block 1, Cascade Hills to concrete monument #182 set to mark the Northwest corner of the Ezra Tower D/C; thence South 89 degrees 36 minutes East along the North line of the Ezra Tower D/C 577.95 feet; thence North 0 degrees 25 minutes West 420.8 feet; thence North 36 degrees 27 minutes West 305.19 feet more or less to a point on the East R/W line of Laurel Road; thence along the East R/W line of said Laurel Road 0 degrees 31 minutes West 175.51 feet; thence North 26 degrees 24 minutes West 712.86 feet; thence North 13 degrees 14 minutes West 259.02 feet; thence on a curve to the right having a radius of 70.5 feet an arc distance of 94.57 feet; thence North 63 degrees 38 minutes East 743.56 feet to an intersection with the West R/W line of Columbia Heights Road; thence North 13 degrees 13 minutes West 99.17 feet along the West line of Columbia Heights Road; thence South 89 degrees 11 minutes West 770 feet; thence North 13 degrees 13 minutes West 74.78 feet to a point on the North line of the A. A. Brazee D/C; thence South 89 degrees 16 minutes West 668.98 feet to the true point of beginning of this description; EXCEPTING from the above described property Lot 5, Block 1 as shown by the plat of Laurel Heights as filed for record in the Auditor's office of Cowlitz County, Washington; Containing 58.82 acres more or less.

AND WHEREAS, said Company desires to file a plat of said land so as to subdivide the same into lots, blocks/streets, all as shown by the plat aforesaid, and desires to dedicate the streets to the public for the usual street 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 a DECLARATION of said reservations, restrictions and covenants should be made by the Company and spread upon the public records of Cowlitz County, Washington.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS that such a statement is hereby made and the same shall be and is as follows, to-wit:

I. DEDICATION

Subject to the foregoing, the Company dedicates said streets to the public to be used for the usual street purposes.

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 heretofore or hereinafter stated.

II. RESERVATIONS, RESTRICTIONS AND COVENANTS

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

SUBDIVISION I. Definitions

The "suburban residential district" as that term is used in this statement, is intended to mean all of the lots shown on the plat.

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.

Dedication #2

feet within which a lot fronts, as above provided to such lot shall be deemed to be a side street.

The word "plot" as used in this statement is intended to mean a single piece or parcel of land consisting of one lot or more or less than one lot.

Every plot shall be deemed to front on the street on which the lot or lots constituting said plot front, unless the lot or lots, front on more than one street, in which case it shall be deemed to front on both streets.

An "outbuilding", as the word is used in this statement, is intended to mean a covered structure not directly attached to the residence which it serves.

SUBDIVISION 2. Use of Land.

The lots in the suburban residential district, except as hereinafter provided, shall be used for suburban residential and agricultural purposes only, and no building of any kind whatsoever shall be erected or maintained thereon except private dwellinghouses, 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 outbuilding as are customarily appurtenant to suburban residences, and it is specifically provided that any conveyance of land in the aforementioned plat is made subject to all reservations of oils, gases, minerals, ores and fossils, and apurtenant rights, affecting the title to any of the land hereby conveyed, as shown by the real estate records of Cowlitz County, Washington. Subject to said reservations, there is hereby expressly reserved and retained unto the Company its successors and assigns, all of the oil, gas, coal, iron and other metals, and other minerals and ores of every kind and character now on, in and under, and that may hereafter be produced from the premises hereinabove described, together with full rights of ingress and egress to prospect for, produce and market the same, and in that connection to build and use on, and/or remove from said land any and all facilities reasonably necessary or convenient to render beneficial and efficient the complete enjoyment of the rights reserved; but on the condition that in the exercise of such rights the purchaser, their heirs or assigns, shall not be required to remove any building or other improvement made on said land, nor shall the use or enjoyment thereof be unnecessarily hindered or interfered with in any of the rights hereby reserved without Dedication #3

the payment of the value thereof; and it is further provided that any purchaser of any land in the plat above mentioned will not excavate nor permit any excavation on said premises excepting such excavating as may be necessary for construction of a basement in his home or for a well for the obtaining of water for his own use; The intent of this restriction being to prohibit the use of said premises or any portion thereof for a gravel pit or similar business; and it is further provided that no portion of Lots 6 to 10 inclusive, Block 2 of this plat may be used for the keeping or pasture of and no buildings may be erected thereon for the purpose of housing poultry or livestock.

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 specification, 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 Seventy-five (75) feet of ground fronting on the street on which the plot fronts, and it is specifically provided that not more than one place of dwelling shall be erected on any lot in said plat EXCEPTING that two but not more places of dwelling may be erected on each of the following lots or tracts: Lots 4, 10, and 13 in Block 2; Lots 2, 4, and 14 in Block 1, and EXCEPTING that three but not more places of dwelling may be erected on the following lots or tracts: Lot 1, Block 1; Lots 9 and 12, Block 2.

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 Dedication #4

be erected or maintained on any of said lots nearer than thirty (30) feet to the front street in any of said lots in this plat; provided, however, that the Company in the deed to any lot, may change said building lines, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said building lines, or may change the building lines which it may have established at any time which will bring the front building line nearer than 25 feet to the front street, or the side building line nearer than five feet to the side street.

Covered or uncovered, but not enclosed, porches, the floors of which are not higher than the level of the first floor of the building, 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 thirty 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, shall be nearer than four feet to the side property line of the plot upon which it is erected, except that cornices, spoutings, chimneys, and purely ornamental projections may extend beyond said four foot line, but not more than three feet beyond said four foot line.

SUBDIVISION 7. Company's Judgment Conclusive.

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

SUBDIVISION 8. Minimum Cost of Residence.

Any residence erected wholly or partially on any of the lots, or part or parts thereof, in the suburban residential district shall cost not less than \$3,500.00.

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

Dedication #5

intended to include the occupancy by a person not of the white race while employed in or about the premises by the owner or occupancy of any land shown on said plat.

SUBDIVISION 10. Easements Reserved in Lots.

Easements and rights of way shall be reserved for the erection, construction and maintenance of, Poles, wires and conduits for the transmission of electricity for lighting, telephone and other purposes, and for the necessary attachments in connection therewith. Public and private sewers, storm water drains, land drains, pipes, and

Any other method of conducting and performing any public or quasi-public utility or function beneath the surface of the ground. Such easements and rights of way are located on said plat.

And the Company shall have the right, without liability for damage for trespass, to enter upon said strips of land at any and all times for any of the purposes for which said easements and rights of way are reserved. And the Company shall have the right at any time to 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.

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 December 1, 1947, 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 a separate agreement, or agreements, in

Dedication #6

PLAT

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Pg. 16

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 legal action for damages, and failure of the Company or the owner or owners of any other lot or lots shown on the 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 hereafter.

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 it, 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 2nd day of

December 1947.

ATTEST:

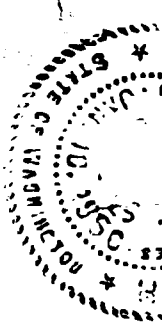
Asst. Secretary

Dedication #7

THE LONGVIEW PAPER COMPANY
BY Vice President

STATE OF WASHINGTON)
COUNTY OF COWLITZ) ss.

On this 2nd day of December 1947, before me personally appeared S. H. MORRIS and S. E. ELLIS, to me known to be the Vice President and Assistant Secretary of the corporation that executed the within and foregoing instrument, and each acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath stated that they were authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.



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