

## LONGVIEW, WASHINGTON

A Portion of the Retail Business and Apartment Districts

## DECLARATION

as to

## Dedication, Reservations, Restrictions and Covenants

## PREAMBLE

WHEREAS, the Longview Company, a corporation organized under, and existing by virtue of, the laws of the State of Washington, hereinafter called "the Company" 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 "Plat of Longview No. 11," to which this is attached, and of which this is a part, said land being described as follows, to-wit:

Beginning at the intersection of the Northernly line of Olympia Way and the Easterly line of Nineteenth Avenue as shown by the Plat of Longview No. 5, on file at the office of the County Auditor of Cowlitz County, Washington, said point of beginning being North 65 degrees 43 minutes East 924.2 feet from the Southwest corner of the Ezra Townner D.L.C., and running thence along the Easterly line of said Nineteenth Avenue South 51 degrees 56 minutes 33 seconds West 130.57 feet; thence continuing along said Easterly line of said Nineteenth Avenue South 15 degrees 02 minutes West 1364.97 feet to the Northernly line of Hudson Street as shown by the Plat of Longview No. 5, aforementioned; thence along said Northernly line of said Hudson Street South 74 degrees 58 minutes East 405.71 feet to the Southeasternly line of Washington Way; thence North 60 degrees 02 minutes East 7.07 feet; thence on a curve to the left having a radius of 136.57 feet and a back semi-tangent which bears South 29 degrees 58 minutes East through a central angle of 45 degrees, an arc distance of 107.26 feet; thence South 74 degrees 58 minutes East 332.72 feet to the Easterly line of Seventeenth Avenue; thence along said Easterly line of said Seventeenth Avenue South 15 degrees 02 minutes West 370 feet to the Northernly line of Hemlock Street as shown by the Plat of Longview No. 8 on file at the office of the Auditor of Cowlitz County, Washington; thence along said Northernly line of said Hemlock Street South 74 degrees 58 minutes East 340 feet to the Easterly line of Sixteenth Avenue; thence crossing Hemlock Street on the production of said Easterly line of said Sixteenth Avenue South 15 degrees 02 minutes West 60 feet; thence along the Southernly line of said Hemlock Street South 74 degrees 58 minutes East 620 feet to the Easterly line of 14th Avenue as shown by the Plat of Longview No. 2 on file at the office of the Auditor of Cowlitz County, Washington; thence along the Easterly line of said 14th Avenue which is also the westerly boundary of said Plat of Longview No. 2 North 15 degrees 02 minutes East 550 feet to the Southernly line of Maple Street; thence North 74 degrees 58 minutes West 50.49 feet (which distance is described erroneously in the description of the Plat of Longview No. 2 as 49.95 feet;); thence North 15 degrees 02 minutes East 60 feet; thence North 57 de-

grees 38 minutes 31 seconds East 273.19 feet; thence North 32 degrees 21 minutes 29 seconds West 140 feet; thence North 57 degrees 38 minutes 31 seconds East 250 feet to the Northernly line of Mississippi Street as shown on said Plat of Longview No. 2; thence along said Northernly boundary of said Mississippi Street produced North 32 degrees 21 minutes 29 seconds West 220 feet; thence produced 57 degrees 38 minutes 31 seconds West 997.38 feet; thence South 74 degrees 58 minutes West 354.19 feet; thence on a curve to the right having a radius of 436.35 feet through a central angle of 30 degrees 54 minutes 35 seconds, an arc distance of 244.8 feet; thence North 38 degrees 03 minutes 27 seconds West 554.28 feet to the point of beginning.

AND WHEREAS, said Company desires to file a plat of said land so as to subdivide the same into lots, blocks, streets, alleys and a park, 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 and the park to the public for the usual street, alley and park 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 DECLARATION of said streets, alleys and park 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;

NO., 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 June 6, 1923, to which reference is hereby made, the exclusive rights, privileges and franchises in the streets, alleys and park 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

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- 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 car or interurban lines.

There has previously been excepted and retained by the Grantor of this Company, in its deed of conveyance to this Company of the land above described, an easement in certain of the streets and alleys, and in the park, 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, alleys and park in accordance with such grades as it may establish; to pave, gravel and 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, alleys and park 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.

Subject to the foregoing, the Company dedicates said streets and alleys and said park to the public to be used for the usual street, alley and park purposes, respectively.

No right is intended to be conveyed by this Declaration that is

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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, alleys or park, 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 street or alleys or park, 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 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 "retail business district," as that term is used in this statement, is intended to mean all of Blocks 96, 97, 98, 99, 111, 112, 114 and 124.

The "apartment district," as that term is used in this statement, is intended to mean all of Blocks 125, 137, 138, 139, 140, 152, 153 and 154.

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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 the lots specifically mentioned below and 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 following lots shall be deemed to front as follows:

Lot 1, Block 154 on Olympia Way;  
Lot 14, Block 154 on Olympia Way.

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 fronts, 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 or apartment which it serves.

### Subdivision 2. Use of Land

The lots in the apartment district, except as hereinafter provided shall be used for private residence purposes only and no building of any kind whatsoever shall be erected or maintained thereon except (a) private dwelling-houses and private garages and outbuildings of the kind permitted in the residential district by

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the next preceding paragraph, and except (b) attached dwelling-houses not exceeding three stories in height exclusive of basement, (c) semi-detached dwelling-houses, or flats, not exceeding three stories in height exclusive of basement, and (d) apartment houses not exceeding six stories in height exclusive of basement.

The buildings specified in (a), (b) and (c) may be of frame construction. The buildings specified in (d) shall have exterior walls of brick, stone, concrete, steel, or a combination of said materials, or such like materials.

The following lots, or any of them, or any building erected thereon, may be used for any of the purposes for which Lot 5, Block 88, Plat of Longview No. 2 may be used according to the dedicatory statement accompanying the recorded plat thereof, to-wit:

Lots 9 to 11, inclusive, in Block 114  
Lots 4 to 9, inclusive, in Block 124

The following lots, or any of them, or any building erected thereon, may be used for any of the purposes for which Lot 10, Block 81, Plat of Longview No. 2, may be used according to the dedicatory statement accompanying the recorded plat thereof, to-wit:

All of Blocks 96, 97 and 98; Lots 4 to 20, inclusive, in Block 99; all of Blocks 111 and 112; Lots 1 to 8, inclusive, and Lots 12 to 16, inclusive, in Block 114; and Lots 1 to 3, inclusive, and Lots 10 to 12, inclusive, in Block 124.

Buildings to be used for schools, churches, hospitals, libraries, art galleries, museums, hotels, private clubs or municipal service stations, or for recreative, educational, religious or philanthropic purposes, and buildings and structures to be used for power substations, 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 the

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locations designated on said plat and in other 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.

No lot or lots shown on said plat nor any building erected thereon shall be used, and no building shall be thereon erected, which is arranged, intended or designed to be used except for one of the purposes hereinbefore permitted to said lot or lots.

#### Subdivision 3. Approval of Plans

In the apartment district 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 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

In the apartment district 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.

If the plot consists of one lot only, and the frontage of such lot is less than fifty 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

In the apartment district 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 street 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 such lot, change said building lines, or 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 when, in the apartment district, will bring the front building line nearer than ten feet to the front street, or the side street building line nearer than two and one-half 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 in the apartment district, may extend not more than five 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 the building line as shown on the plat or as changed by the Company in accordance with the next preceding paragraph.

No fence or wall, except with the Company's consent, in writing, shall be erected or maintained on any lot nearer a front street than the front building line on said lot.

No outbuildings, or part thereof, shall be erected or maintained on any of said lots nearer to the front street or the side street than the outbuilding line of the lot or lots on which such outbuildings may be erected, as shown on said plat; provided, how-

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ever, that the Company, in the deed to any of said lots, may change said outbuilding line, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said outbuilding line, or may change the outbuilding line which it may have established by said deed; provided further that no change may be made at any time which will permit the erection or maintenance on any lot of any outbuilding more than ten feet nearer to the front street or more than ten feet nearer to the side street than the outbuilding line shown on said plat; and provided further that no change may be made at any time, which will permit the erection or maintenance on any lot of any outbuilding nearer to the front street than the outbuilding line shown on this plat, without the consent in writing of the record owner of the fee simple title to the contiguous lot or lots which front or front on the same street, or which will permit the erection or maintenance on any lot of any outbuilding nearer to the side street than the outbuilding line shown on this plat, without the consent in writing of the record owner of the fee simple title to the lot in the same block which adjoins the same side street.

Every outbuilding, except a green-house, erected on any of said lots shall, unless the Company otherwise consents in writing, correspond in style and architecture to the building to which it is appurtenant and shall be of the same exterior material as such residence.

#### Subdivision 6. Set Back From Side Property Line.

In the apartment district 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

In the apartment district the Company shall in all cases have

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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 apartment district shall cost not less than \$5,000.00

#### Subdivision 9. Ownership by Anyone Other Than White Race Prohibited.

In the apartment district 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 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 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.

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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

In the apartment district 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. Right to Modify.

In the retail business district any of the restrictions, reservations or covenants herein contained may be annulled, waived, changed or modified by the Company as to any property owned by it, and with the consent of the then owner thereof, as to any property sold.

#### Subdivision 13. Duration.

All of the restrictions herein set forth shall continue and be binding upon the Company and upon its successors and assigns for a period of twenty years from June 15, 1923, 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 Covulitz County, Washington, at least five years prior to the expiration of this first twenty year period, or of any twenty year period thereafter.

#### Subdivision 14. Right to Enforce.

The restrictions herein set forth shall run with the land and

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STATE OF WASHINGTON )  
COUNTY OF COWLITZ ) ss.

On this 21st day of April, 1925, before me personally appeared S. W. MOHRIS and L. C. SMITH, to me known to be the Vice-president and the 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 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.

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

bind the present owner, its successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and observe said restrictions as to the use of said lots and the construction of improvements thereon, but no restrictions herein set forth shall be personally binding on any corporation, person or persons, except in respect to breaches committed during its, his or their seizure of or title to said land, and the owner or owners of any of the above land shall have the right to sue for and obtain an injunction prohibitive or mandatory, to prevent the breach of or to enforce the observance of the restrictions above set forth in addition to ordinary legal action for damages, and failure of the Company or the owner or owners of any other lot or lots shown on this plat to enforce any of the restrictions herein set forth at the time of its violation shall in no event be deemed to be a waiver of a right to do so thereafter.

#### Subdivision 15. 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 21st day of April, 1925.

THE LONGVIEW COMPANY  
By *[Signature]*  
Vice-President.

Assistant Secretary  
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43897

# PLAT OF LONGVIEW NO. 11

FILED FOR RECORD IN

Auditor's Office of Cowitz County, Wash.

By City of Longview 1925

on the 1 day of April 1925

at 4 o'clock P.M.

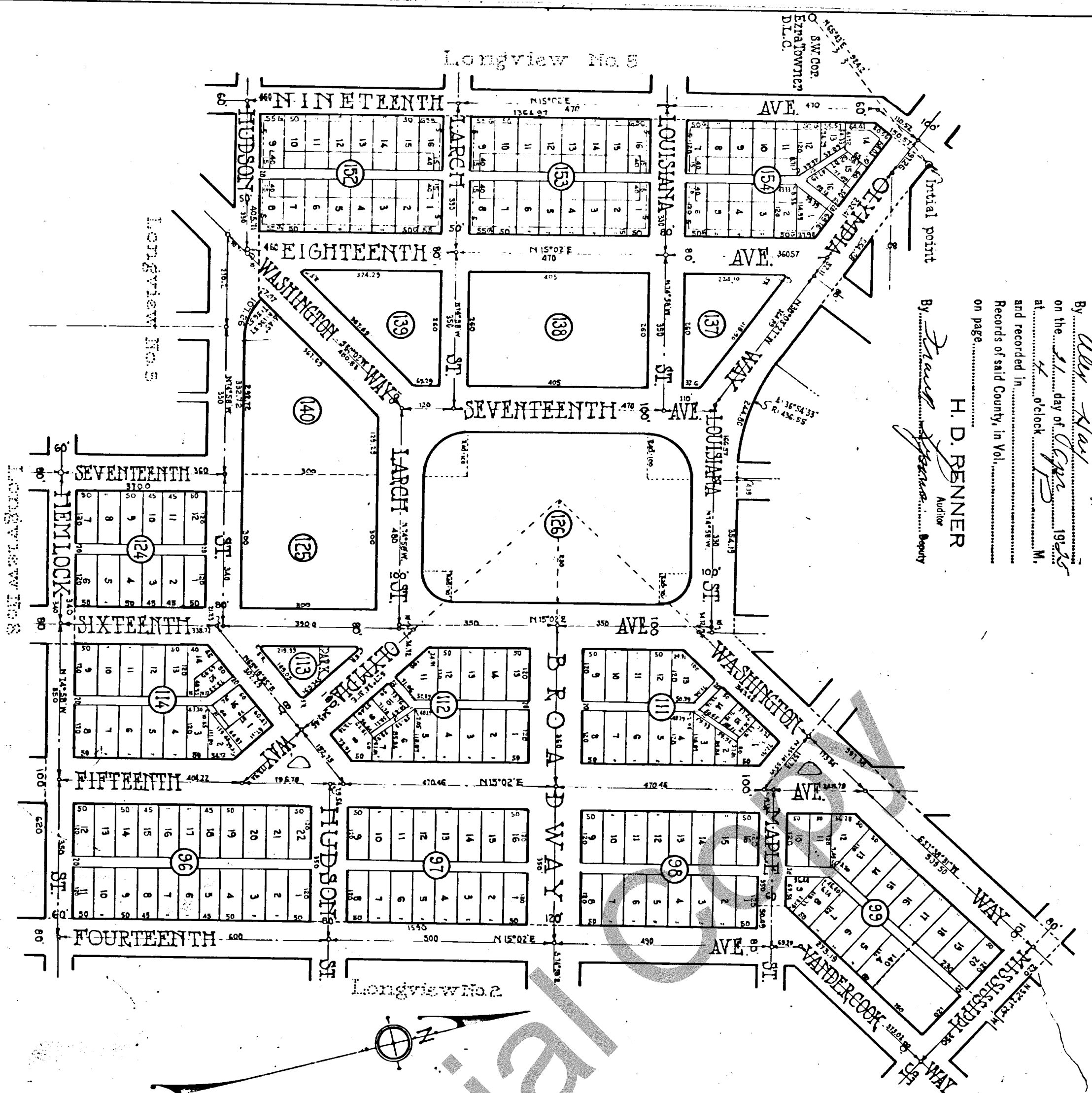
Records of said County, in Vol. \_\_\_\_\_

on page \_\_\_\_\_

H. D. RENNER

By Wesley Vandercook Auditor

Initial point



## SUPPLEMENTARY DECLARATION

THE LONGVIEW COMPANY hereby declares that the annexed map and plat is a true and correct map and plat of Longview No. 11 being the same tract referred to and described in that longer declaration entitled Longview Washington, a portion of the Retail Business and Apartment District" consisting of thirteen typewritten pages, filed herewith and hereby referred to and made a part hereof, that the lots and blocks in said tract are of the dimensions and the streets avenues ways and alleys of the widths indicated and delineated on said plat, the distances being given in feet, and that the said longer declaration heretofore referred to relates to said plat and constitutes the dedication of such portions thereof as are dedicated to the public subject to all the provisions contained in said longer declaration and that all provisions, restrictions, reservations, covenants and other matter contained in said longer declaration constitute a portion of said plat as fully as if said entire declaration were inscribed on this sheet.

In Witness Whereof THE LONGVIEW COMPANY has caused this Supplementary Declaration to be executed by its Vice-President herunto duly authorized, and its corporate seal attested by its Assistant Secretary to be herunto affixed this 21st day of April 1925

Attest: Wesley Vandercook  
Assistant Secretary

THE LONGVIEW COMPANY  
by: Wesley Vandercook  
Vice-President

## ACKNOWLEDGMENT

State of Washington: S.S.  
County of Cowitz

On this 21st day of April 1925 before me personally appeared S.M. Morris and L.C. Smith to me personally known to be the Vice-President and Assistant Secretary respectively of the corporation which executed the foregoing Supplementary Declaration and each acknowledges the said Supplementary Declaration to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned and on oath state that they were authorized to execute said instrument and that the seal affixed is the corporate seal of said corporation and the said corporation is the owner of the land included within the boundaries of the plat hereto annexed.

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.

## SURVEYOR'S CERTIFICATE

State of Washington, S.S.  
County of Cowitz

Wesley Vandercook 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 deponent's direction, that the description 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 21st day of April 1925  
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 April 21st 1925

Wesley Vandercook  
County Treasurer

Approved this 21st day of April 1925 under authority of Resolution number 13 passed February 3, 1925 by the City Council of Longview, Washington.

Approved this 21st day of April 1925

City Engineer

Attest: Wesley Vandercook  
City Clerk

Filed for record this 21st day of April 1925 in the office of the County Auditor of Cowitz County, Washington.

Scale 1"=200'

V.6 P. 19