

LONGVIEW, WASHINGTON  
Plat of Longview No. 5.

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, and subject further to certain easements excepted and retained by its grantor in the deed of conveyance by which said The Longview Company acquired title to the land herein-after described), of the land shown on the plat marked "Plat of Longview No. 5", to which this is attached, and of which this is a part, said land being described as follows, to-wit:

Beginning at a point at the intersection of the Southernly line of Hudson Street and the Easterly line of Twentieth Avenue as shown by the recorded plat of Longview No. 1 on file at the office of the Auditor of Cowlitz County, Washington, and running thence North 15° 02' East 1843.57 feet to the Northeastery line of Olympia Way; thence South 38° 03' 27" East 513.27 feet along the Northeastery line of said Olympia Way; thence crossing said Olympia Way South 51° 56' 33" West 150.57 feet to a point on the Easterly line of Nineteenth Avenue thence along the Easterly line of said Nineteenth Avenue South 15° 02' West 1364.97 feet to the Northernly line of Hudson St., thence along the Northernly line of said Hudson St. South 74° 58' East 405.71 feet to the Southeastery line of Washington Way; thence along the Southeastery line of said Washington Way North 60 degrees 02' 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° 58' East through a central angle of 45° an arc distance of 107.26 feet; thence South 74° 58' East 352.72 feet to the Easterly line of Seventeenth Avenue; thence South 15° 02' West 430 feet along the Easterly line of said Seventeenth Avenue to the Southernly line of Hemlock Street; thence North 74° 58' West 340 feet to the Easterly line of Eighteenth Avenue; thence South 15° 02' West 660 feet to the Southernly line of Florida Street; thence North 74° 58' West 700 feet to the Westernly line of Twentieth Avenue; thence North 15° 02' East 226.15 feet; thence on a curve to the left having a radius of 293.14 feet through a central angle of 45° an arc distance of 230.23 feet; thence North 29° 58' West 108.28 feet to the Southernly line of Hemlock Street as shown by the recorded plat of Longview No. 1; thence along the Southernly line of said Hemlock Street produced South 74° 58' East 42.45 feet to the Easterly line of Twentieth Avenue; thence along the Easterly line of said Twentieth Avenue North 15° 02' East 555.00 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 Cowlitz County, Washington:

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

I. DEDICATION

There has previously been conveyed by the Company to The Longview Public Service Company by deed dated June 6, 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; and,
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 shown on said plat and the right to build, construct, keep and maintain therein, sanitary and storm sewers.

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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.

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 and 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

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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 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 "apartment district", as that term is used in this statement, is intended to mean all of Block 149; lots 4 to 10, both inclusive, Block 150; and all of Blocks 151, 164, 165, 166, 167, 168 and 169.

The "Retail Business District", as that term is used in this statement, is intended to mean all of Block 141; and lots 1, 2, 3 and 11, Block 150.

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:

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Lots 7, 8, 9 and 10, Block 150 on Washington Way; lots 6, 7 and 8, Block 168 on Washington Way; lot 1 and lots 22 to 26 both inclusive, Block 169 on Washington 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 following lots 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 recorded plat, and dedicatory statement, thereof, to-wit:

Lots 1, 2, 3, 10, 11, 12, Block 141  
lots 1 and 11, Block 150

The following lots 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 recorded plat, and dedicatory statement, thereof, to-wit:

Lots 4, 5, 6, 7, 8, 9, Block 141  
lots 2 and 3, Block 150

The lots in the apartment district, except as hereinafter provided shall be used for private residence purposes only and no

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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 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.

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 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 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

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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

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.

Every building erected on any plot shall front or present a good frontage on the street on which said plot fronts.

Subdivision 5 - Set Back From Street Line

No building or part thereof, except as hereinafter provided, shall be erected or maintained on any of said lots nearer to the front street, or the side street, than the front building line or the side 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, 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, 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

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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, if 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 of 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, however, 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 fronts 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

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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 erected on any of said lots shall, unless the Company otherwise consents in writing, correspond in style and architecture to the residence 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

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 apartment district shall cost not less than \$3,000.00.

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

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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.

Any 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 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

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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 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 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

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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 27<sup>th</sup> day of July, 1924.

THE LONGVIEW COMPANY,

By [Signature]  
Vice-President

Attest:

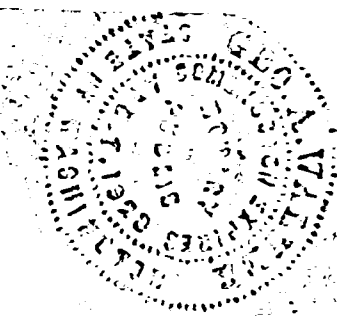
[Signature]  
Assistant Secretary

STATE OF WASHINGTON  
COUNTY OF COWLITZ ss.

On this 27<sup>th</sup> day of July, 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 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.

[Signature]  
Notary Public in and for the State  
of Washington, residing at Longview.



PLAT OF LONGVIEW NO. 5

SUPPLEMENTARY DECLARATION

THE LONGVIEW COMPANY hereby declares that the annexed map and plat is a true and correct map and plat of Longview No. 5, being the same tract referred to and described in that larger declaration entitled "Longview, Washington, a portion of Retail Business and Commercial District, consisting of 12 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 that the said larger declaration heretofore referred to relates to said plat and constitutes the declaration of such portions thereof as are dedicated to the public, subject to all the provisions contained in said larger declaration, and that all provisions, restrictions, reservations, covenants and other matter contained in said larger declaration constitute a portion of said plat as fully as if said entire declaration were inscribed on this sheet.

In Witness Whereof the Longview Suburban Company has caused this Supplementary Declaration to be executed by its Vice President hereunto duly authorized and its corporate seal affixed this 22nd day of July, 1924.

THE LONGVIEW COMPANY

by W. H. Morris

Vice President

Attest John H. Smith

Assistant Secretary

ACKNOWLEDGMENT

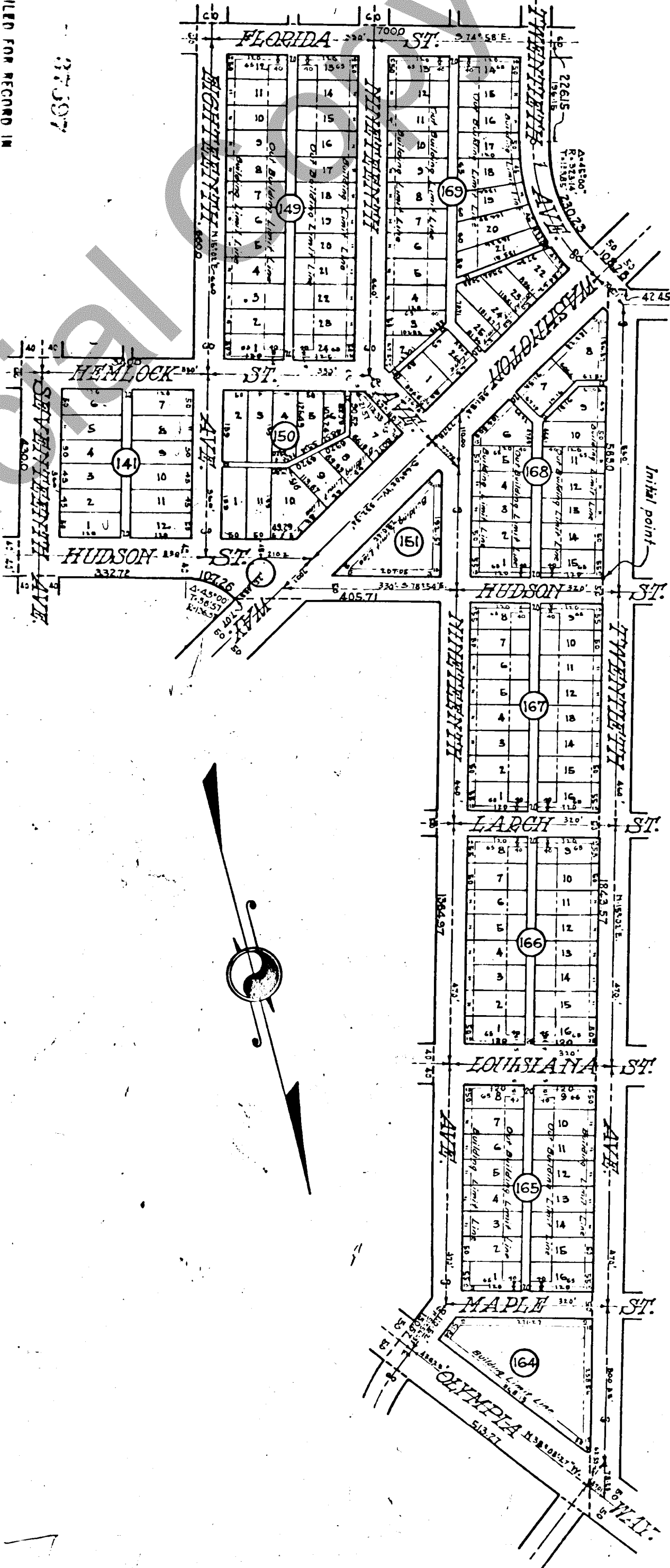
State of Washington) ss.  
County of Coville

On this 22nd day of July, 1924, before me personally appeared W. H. Morris and John H. Smith, to me personally known to be the Vice President and Assistant Secretary, respectively, of the Corporation 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 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 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.

Clayton

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



FILED FOR RECORD IN  
Recorder's Office of Cassia County, Idaho.  
By John H. Smith of the  
on the 28th day of July, 1924.  
at \_\_\_\_\_, Idaho.  
and recorded in \_\_\_\_\_  
Records of said County, in Vol. \_\_\_\_\_  
at page \_\_\_\_\_  
John H. Smith  
Recorder

SUPERVISOR'S CERTIFICATE

State of Washington) ss.  
County of Coville

Westley Karetz, 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, and that the descriptions given in the Declaration relating to said par courses and angles are a correct description, that the distances and the survey and subdivision of said tract is indicated by suitable stakes and monuments upon the ground.

W. H. Morris

Subscribed and sworn to before me this 22nd day of July, 1924.

Clayton

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 July 28, 1924.  
John H. Smith  
County Treasurer

Approved this 25th day of July, 1924.

C. O. Smith  
County Engineer

Approved this 25th day of July, 1924.

W. H. Morris  
Chairman Board of County Commissioners  
W. H. Morris  
County Commissioner  
W. H. Morris  
County Commissioner

Filed for record this 25th day of July, 1924, in the office of the County Auditor of Coville County, Washington.

W. H. Morris  
County Auditor