

LONGVIEW, WASHINGTON

St Helens AdditionDECLARATION

as to

Dedication, Reservations, Restrictions and CovenantsPREAMBLE

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 Sewerage Improvement District No. 1 of Cowlitz County, Washington) of the land shown on the plat, marked "St Helens Addition, Longview, Washington. Plat No. 2. State of Washington. June 4, 1923", to which this is attached, and of which this is a part, said land being described as follows, to-wit:

Beginning at a point S 15 deg 02' W, 4627.91 ft. and S 74 deg 58' E 640 ft. from a monument in Jefferson Square at the intersection of the center lines of Olympia Way and Washington Way, produced from the southeast and northeast, respectively, said monument being located 4590.55 ft north of and 264.96 ft east of a Long-Bell Lumber Co. monument #63 which marks the quarter cor in the south line of Sec. 33, Twp. 8 North, Range 2 West of Willemette Meridian, said beginning point being at the intersection of the center line of 15th Avenue and the north line produced of Missouri Blvd.; thence along the north line produced and the north line of Missouri Blvd. N 57 deg 58' W 1914.72 ft. to the intersection with the west line of 20th Avenue produced; thence with the west line produced and the west line of 20th Avenue S 32 deg 02' W 2350 ft to the intersection of the S line of Beech St.; thence with the S line of Beech St. S 57 deg 58' E 900 feet to the intersection with the E line of 17th Ave.; thence through an arc of 13 deg 38' 44" to the right having a radius of 635.61 ft a distance of 151.37 ft.; thence S 44 deg 06'

E 265.84 ft.; thence through an arc of 13 deg 38' 44" to the left having a radius of 635.61 ft for a distance of 163.28 ft to the intersection with the W line of 15th Ave.; thence S 57 deg 58' E 430 ft to the intersection of the E line of Oregon Way; thence N 32 deg 02' E 2450 ft along the E line of Oregon Way to the intersection of the N line of Missouri Blvd. produced; thence along this line produced N 57 deg 58' W 75.29 ft 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, alleys and the ovals on Missouri Blvd. (said ovals being hereinafter referred to as "parks"), all as shown by the plat aforesaid, and, (subject to the franchise rights of the Longview Public Service Company and of said Sewerage Improvement District, and subject to the reservations hereinafter mentioned made by the Company) desires to dedicate the streets, alleys and the parks to the public for the usual street, alley and park purposes, and desires to subject all 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, alleys and parks 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, 1923, to which reference is hereby made, the exclusive rights, privileges and franchises in the streets, alleys and parks shown on said plat to lay, construct, build, maintain and operate

1. Underground pipes for the furnishing of water, gas, heat and oil;

2. Underground pipes or other instrumentalities underground for conducting and performing any public or quasi-public utility business or function beneath the surface of the ground;
3. Pole lines, wires, underground cables and other conduits for the furnishing of electricity for light, power, telephone, fire alarm and other services;
4. In the streets only, single or double track street or interurban car lines; and
5. Overhanging the rear or alley side of the lots shown on said plat, pole line, cross-arms and wires, such cross-arms and wires to overhang not more than five (5) feet and be not nearer than eighteen (18) feet to the ground.

There has previously been conveyed or is to be conveyed by the Grantor of this Company to said Sewerage Improvement District an easement in certain of the streets, alleys and in said parks 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 parks 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 the 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 parks 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 parks to the public to be used for the usual street, alley and park 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, alleys or parks, 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 right, 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 purpose, 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 "dormitory district", as that term is used in this statement, is intended to mean lots 1 to 16, inclusive, of Block 3.

The "residential district", as that term is used in this statement, is intended to mean all the other lots shown on the plat except those named in the next preceding paragraph which constitute the dormitory district.

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.

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

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

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

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

Subdivision 2 - Use of Land

The lots in the residential district, except as herein-after provided, shall be used for private residence purposes only, and no flat or apartment house though intended for residence

purposes, and no building of any kind whatsoever shall be erected or maintained thereon except private dwelling-houses and private garages for the sole use of the respective owners or occupants of the plots upon which such garages are erected, and such other outbuildings as are customarily appurtenant to residences, each dwelling-house being detached and being designed for occupancy by a single family only.

On the lots in the dormitory district there have been erected dormitories. Such lots, except as hereinafter provided, shall be used (a) for such dormitories or other dormitories of similar kind and construction, (b) private dwelling-houses and private garages and outbuildings of the kind permitted in the residential district by the next preceding paragraph, (c) attached dwelling-houses not exceeding three stories in height, exclusive of basement, (d) semi-detached dwelling-houses, or flats, not exceeding three stories in height, exclusive of basement, or (e) apartment houses not exceeding six stories in height, exclusive of basement.

The buildings specified in (b), (c) and (d) may be of any frame construction. The buildings specified in (e) 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, 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, and, provided further that no building to be used for a hotel shall be erected or maintained in the residential district.

Parks and playgrounds may be laid out and maintained in the 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.

Subdivision 3 - Approval of Plans

No building, fence, wall or other structure shall be commenced, erected or maintained, nor shall any addition thereto or change or alteration therein be made, until plans and specifications, plot plan and grading plan therefor, or information satisfactory to the Company, shall have been submitted to and approved in writing by the Company and a copy thereof as finally approved lodged permanently with the Company. In so passing upon such plans, specifications, plot plan and grading plan the Company may take into consideration the suitability of the proposed building or other structure and of the materials of which it is to be built to the site upon which it is proposed to erect same, the harmony thereof with the surroundings and the effect of the building or other structure as planned on the outlook from the adjacent or neighboring property.

Subdivision 4 - Minimum Frontage

Every building erected on any plot shall have apurtenant to it and not occupied by any other building at least fifty (50) 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 (50) feet, then the minimum quantity aforesaid of fifty (50) 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 any of said lots may change said building lines, or may at any time thereafter, with the consent in writing of the owner of the fee simple title to such lot, change said building lines, or may change the building lines which it may have established by said deed; provided, however, that no change may be made at any time which will bring the front building line nearer than fifteen feet to the front street, or the side street building line nearer than five feet to the side street.

Covered or uncovered, but not enclosed, porches, the floors of which are not higher than the level of the first floor of the building, steps extending not higher than the level of the first floor of the building, bay or other windows, vestibules, cornices, spoutings, chimneys, or other similar projections may extend not more than six feet beyond the front building line and not more than five feet beyond the side street building line. Building line as here used is meant the building line as shown on the plat or as changed by the Company in accordance with the next preceding paragraph.

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 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 residence to which it is apurtenant and shall be of the same exterior material as such residence.

The provisions of this subdivision shall not apply to the dormitory district.

Subdivision 6 - Set Back from Side Property Line

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

The provisions of this subdivision shall not apply to the dormitory district.

St Helen's Add to Longview No.1

Sheet 4

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002Subdivision 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.

The provisions of this subdivision shall not apply to the dormitory district.

Subdivision 8 - Minimum Cost of Residence

Any residence erected wholly or partially on any of the lots, or part or parts thereof, in the residential district shall cost not less than \$1,000.00.

Subdivision 9 - Ownership by Anyone other than White Race Prohibited

None of the lots shown on said plat shall be conveyed, leased or given to, and no building erected thereon shall be used, owned or occupied by, any person not of the white race. This prohibition, however, is not intended to include the occupancy by a person not of the white race while employed in or about the premises by the owner or occupant of any land shown on said plat.

Subdivision 10 - Easements Reserved in Lots

Easements and rights of way shall be preserved 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.

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 except as to Lots 1 to 11, inclusive, in Block 1; Lots 1 to 14, inclusive, in Block 2; and Lots 1 to 16, inclusive, in Block 3, 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, not herein excepted, having more than fifty percent of the front feet of the lots, not herein excepted, shown on this plat may release all of the lots, not herein excepted, 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 Cowitz County,

Washington, at least five years prior to the expiration of this first twenty year period, or of any twenty year period thereafter.

All of the restrictions herein set forth shall continue and be binding upon the Company, and upon its successors and assigns as to Lots 1 to 11, inclusive, Block 1; Lots 1 to 14, inclusive, Block 2, and Lots 1 to 16, inclusive, in Block 3, for a period of ten (10) years from June 15, 1923, and shall automatically be extended thereafter for successive periods of ten years; provided, however, that the owners of the fee simple title to said lots having more than fifty percent of the front feet of said lots may release all of said lots from any one or more of said restrictions, and may release any of said lots from any restriction created by deed from the Company, at the end of the first ten year period, or of any successive ten 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 Cowitz County, Washington, at least five (5) years prior to the expiration of this first ten year period, or of any ten year period thereafter.

Subdivision 13 - Right to Enforce

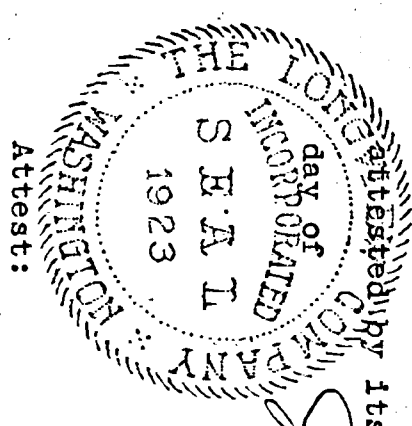
The restrictions herein set forth shall run with the land and bind the present owner, its successors and assigns; and all parties claiming by, through or under it shall be taken to hold, agree and covenant with the owner of said lots, its successors and assigns, and with each of them, to conform to and 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 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 the Chairman of its Board of Directors and its corporate seal attested by its Secretary to be hereunto affixed this 12th day of June 1923.



THE LONGVIEW COMPANY

By W. C. H. H. H.
Chairman

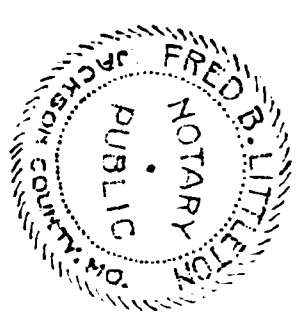
Attest:
A. J. Demery
Secretary

STATE OF Missouri
COUNTY OF Jackson SS.

On this 12th day of June 1923,

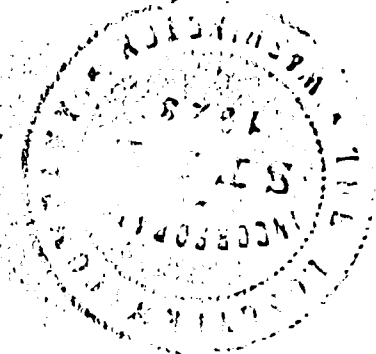
before me personally appeared A. J. Demery and R. A. Long, respectively, of the corporation that executed the within and foregoing instrument, and each acknowledged the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned and on oath 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.



Fred B. Littleton
Notary Public in and for
the State of Missouri
County of Jackson
Residing at Kansas City

ST. HELENS ADDITION TO LONGVIEW NO.1



SUPPLEMENTARY DECLARATION

THE LONGVIEW COMPANY hereby declares that the on-
nected map and plat is a true and correct map and plat
of St. Helens Addition to Longview No.1, being the same tract
referred to and described in that longer Declaration
entitled "Longview, Washington, St. Helens Addition
consisting of twenty-two 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 in-
dicated and delineated on said plat, the distances being
given in feet, and that the said longer Declaration herein-
above 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 thereunto duly authorized and its
corporate seal, attested by its Assistant Secretary
to be authentic and correct this 12th day of July, 1923

THE LONGVIEW COMPANY,
By W. H. L. L. L.
Vice President

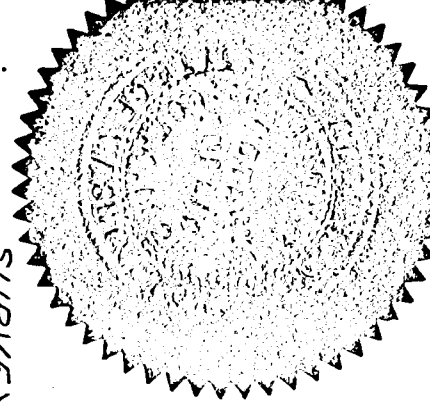
Attest W. H. L. L. L.
Assistant Secretary

ACKNOWLEDGEMENT

STATE OF WASHINGTON SS
COUNTY OF COWLITZ

On this 12th day of July, 1923, before me per-
sonally appeared W. H. L. L. L. some personally known
to be the Vice-President and Assistant Secretary
respectively of the corporation which executed the
foregoing Supplementary Declaration and each ac-
knowledged the said Supplementary Declaration to be
the free and voluntary act and deed of said corpora-
tion for the uses and purposes therein mentioned
and on oath stated that they were authorized to ex-
ecute 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 hereunto affixed.

In Witness Whereof I have hereunto set my
hand and affixed my official seal, the day and year
first above written
W. H. L. L. L.
Notary Public, and for the State
of Washington, residing at Longview

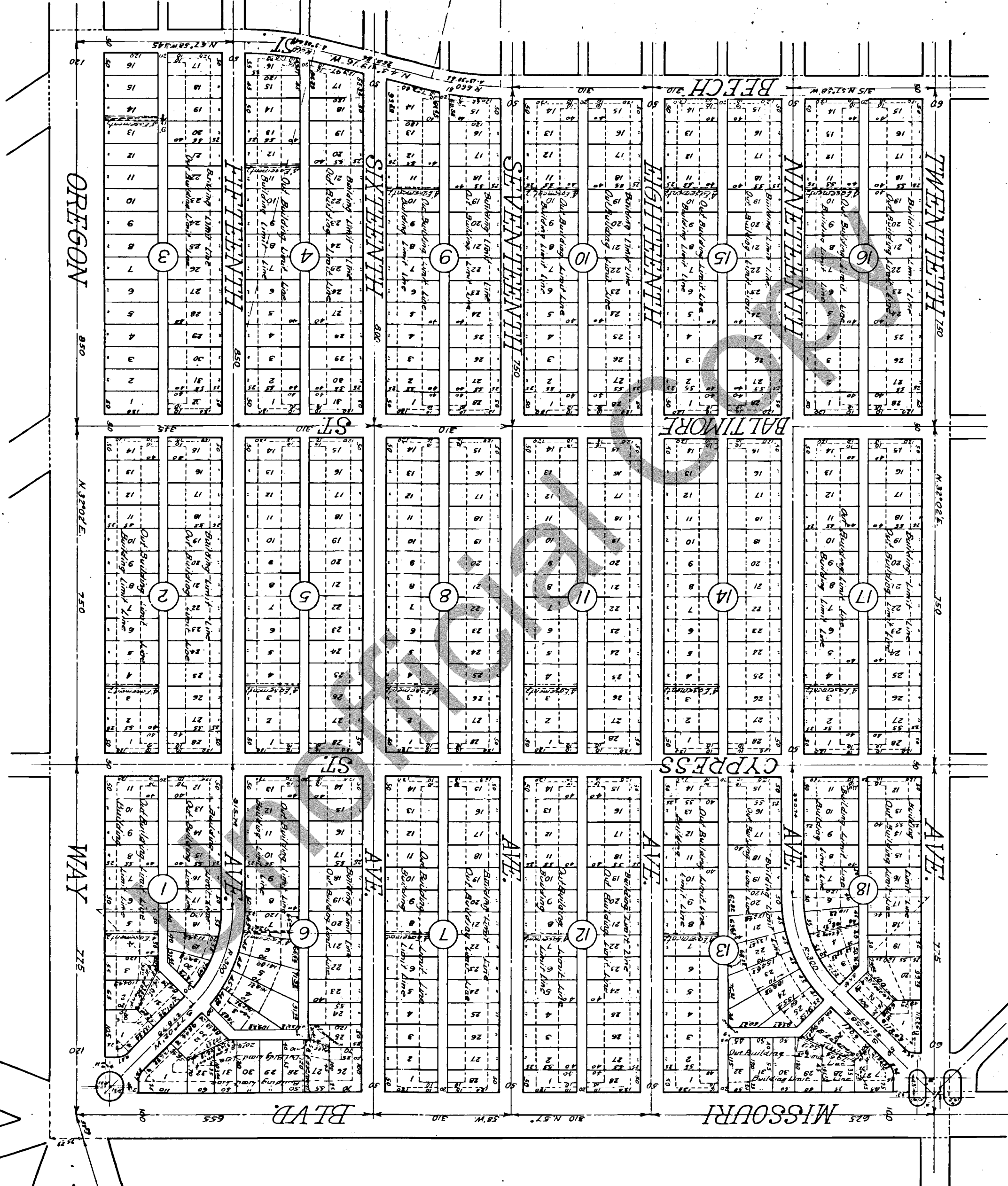


SURVEYOR'S CERTIFICATE

STATE OF WASHINGTON SS
COUNTY OF COWLITZ

Wesley Landmark, being duly sworn de-
poses and says that the plat hereon is based upon a
survey made by him or under his direction, and that
the same is a true and correct map and plat of the
land described in the Declaration referred to, and
that the distances and bearings are correct and ac-
cording to the said Declaration, and that the subdi-
vision of said tract is indicated by suitable stakes and mon-
uments upon the ground.

Subscribed and sworn to before me this 12th
day of July, 1923.
Wesley Landmark
Notary Public, and for the State of Wash-
ington, residing at Longview



I hereby certify that all taxes and assessments which
have been levied and become payable against the property
shown on the annexed plat of the date of this certificate
have been duly paid, subject to discharge, dated,
July 12th, 1923.

Approved this 12th day of July, 1923.
E. D. L. L. L.
County Auditor
Approved this 12th day of July, 1923.
Chairman of the County Board
Approved this 12th day of July, 1923.
County Commissioner
Office of the County Auditor, County of Washington,
Washington, D.C.