

## LONGVIEW, WASHINGTON

St. Helens Addition to Longview No. 3

## DECLARATION

as to

Dedication, Reservations, Restrictions and CovenantsPREAMBLE

WHEREAS, The Longview Suburban 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 it to The Long-Bell Lumber Company) of the land shown on the plat, marked "St. Helens Addition to Longview, No. 3," 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 westerly line of 24th Avenue and the northerly line of Missouri Boulevard, as shown by the Plat of St. Helens Addition to Longview, No. 2, on file at the office of the Auditor of Cowlitz County, Washington, and running thence along said northerly line of said Missouri Boulevard on a curve to the right having a radius of 2422.23 feet and a back semi-tangent which bears North 34 degrees 48 minutes 23 seconds West through a central angle of 15 degrees 13 minutes 28 seconds, an arc distance of 645.63 feet; thence a curve to the right having a radius of 35.95 feet; through a central angle of 51 degrees 36 minutes 56 seconds, an arc distance of 32.38 feet; thence on a curve to the right having a radius of 202.62 feet through a central angle of 28 degrees, an arc distance of 100.18 feet; thence North 60 degrees 02 minutes East 412.65 feet along the southeasterly line of Washington Way produced, to the westerly line of Kessler Boulevard as shown by the Plat of Longview, No. 8 on file at the office of the Auditor of Cowlitz County, Washington; thence along said westerly line of said Kessler Boulevard to the intersection of same and the northerly line of Washington Way produced; thence along said production of said Washington Way South 60 degrees 02 minutes West 334.62 feet; thence on a curve to the right having a radius of 566.82 feet to the Easterly line of Missouri Boulevard as shown by the Plat of Olympic Addition to Longview, No. 1 on file at the office of the Auditor of Cowlitz County, Washington; thence along said Easterly line of said Missouri Boulevard as shown on said Plat of Olympic Addition, to the southeasterly corner of said plat, said point being 331.9 feet North and 198.0 feet West of the Southeast corner of the William Carroll D.L.C.; thence South 81 degrees 21 minutes 15 seconds West 2435.39 feet to the East line of Thirtieth Avenue produced, as shown on said Plat of Olympic Addition No. 1; thence along said production of said

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East line of said Thirtieth Avenue South 127.23 feet to the Easterly right of way line of Ditch No. 9; thence along said Easterly right of way line of said Ditch No. 9 South 11 degrees 31 minutes East 1651.81 feet; thence along the northerly line of the right of way of said Ditch No. 9 South 57 degrees 58 minutes East 1277.13 feet to the westerly line of Twenty-fourth Avenue produced southerly as shown by the Plat of St. Helens Addition to Longview, No. 2, aforementioned; thence along said westerly line of said Twenty-fourth Avenue North 32 degrees 02 minutes East 2491.52 feet to the place of beginning.

Excepting a tract of land described as follows:

Commencing at a point 331.9 feet North and 198.0 feet West of the Southeast corner of the William Carroll D.L.C. and running thence South 81 degrees 21 minutes 15 seconds West 101.01 feet to the place of beginning; thence South 81 degrees 21 minutes 15 seconds West 2352.38 feet; to the Easterly line of Thirtieth Avenue produced, as shown by the Plat of Olympic Addition, No. 1 on file at the office of the Auditor of Cowlitz County; thence South 127.23 feet; thence South 11 degrees 31 minutes East 48.49 feet; thence North 81 degrees 21 minutes 15 seconds East 201.22 feet; thence on a curve to the left having a radius of 534.47 feet through a central angle of 16 degrees 37 minutes 03 seconds an arc distance of 155.01 feet; thence on a curve to the right having a radius of 684.47 feet through a central angle of 16 degrees 37 minutes 03 seconds, an arc distance of 169.52 feet; thence North 81 degrees 21 minutes 15 seconds East 1398.60 feet; thence on a curve to the right having a radius of 439.27 feet through a central angle of 40 degrees 40 minutes 45 seconds, an arc distance of 511.87 feet; thence North 32 degrees 02 minutes East 232.57 feet; thence on a curve to the right having a radius of 2522.32 feet and a back semi-tangent which bears North 17 degrees 55 minutes 28 seconds West, an arc distance of 57.88 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 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 and alleys, and a DECLARATION of said reservations, restrictions and covenants

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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 February 26, 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; 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 to be not nearer than eighteen (18) feet to the ground.

There has previously been conveyed or is to be conveyed by this Company to said The Long-Bell Lumber Company an easement in

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certain of the streets and alleys 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 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 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 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

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that is inconsistent with the rights, privileges, franchises & easements heretofore created 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 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 "residential district," as that term is used in this statement, is intended to mean all the other lots shown on the plat except lots 1,7,8,9,10,11,12,13 and 14, Block 37.

The "retail business district" as that term is used in this statement, is intended to mean lots 1,7,8,9,10,11,12,13,14, Block 37.

A "corner lot" is one that abuts on more than one street.

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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 deed 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 hereinafter 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.

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The lots in the retail business district may be used for any of the purposes for which Lot 5, Block 88, Plat of Longview No. 2, may be used according to dedicatory statement accompanying the recorded plat thereof.

Buildings to be used for schools, churches, libraries, art galleries, museums, hotels, private clubs or municipal service 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, 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 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

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the outlook from the adjacent or neighboring property.

#### Subdivision 4. Minimum Frontage

In the residential district every building erected on any plot shall have appurtenant 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

In the residential 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 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.

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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 appurtenant and shall be of the same exterior material as such residence.

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

In the residential 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.

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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 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 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

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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 June 15, 1925, 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 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

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STATE OF WASHINGTON ) ss.  
COUNTY OF COWLITZ

On this 7th day of May, 1925, before me personally appeared S.W. Morris and L.C. Smith, to me known to be Vice-president and Assistant Secretary 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 they were 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.

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

and covenant with the owner of said lots, its successors and assigns, 20  
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 its Vice-president and its corporate seal, attested by its Assistant Secretary, to be hereunto affixed this 7th day of May, 1925.

THE LOMAXE W. SUBURBAN COMPANY  
Attest: *L.C. Smith*  
By *S.W. Morris*  
Assistant Secretary  
Vice President

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PLAT

V.6

P.24

Longview, Washington

ST. HELEN'S ADDITION TO LONGVIEW NO. 3

Amendment of Declaration

as to

Dedication, Reservations, Restrictions and Covenants

WHEREAS, on the 8th day of May, 1926, The Longview Suburban Company, a corporation organized under, and existing by virtue of the laws of the State of Washington, hereinafter called "the Company", filed for record in the office of the County Auditor of Cowlitz County, Washington, the plat of "St. Helens Addition to Longview, No. 3," to which was attached, as a part of said plat, a declaration as to dedication, reservations, restrictions, and covenants, and which plat is now of record in "Record of Plats" in said office.

And,

WHEREAS, "the Company" desires to amend said declaration as to dedication, reservations, restrictions and covenants;

And,

WHEREAS, to accomplish such amendment a statement thereof 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 same shall be and is as follows, to-wit:

The said declaration as to dedication, reservations, restrictions, and covenants attached to and made a part of the Plat of St. Helens Addition to Longview, No. 3, is hereby amended in respect to the second paragraph of "Subdivision 1. Definitions" which formerly read as follows:

"The 'retail business district', as that term is used in this statement is intended to mean Lots 1,7,8,9,10,11,12,13,14, Block 37, "

shall hereafter read as follows:

"The 'retail business district' as that term is used in this statement is intended to mean Lots 1,7,8,9,10,11,12, 13, and 14, in Block 37; Lots 8,9,10,11,12 and 13, in Block 41; and Lots 4,5,6,7,8,9, and 10, in Block 49."

Nothing herein contained shall be deemed to have the effect to modify the declaration as to dedication, reservations, restrictions and covenants in any other respect than as to the amendment hereinabove specifically set forth.

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 19th day of January, 1926.

By *[Signature]*

THE LONGVIEW SUBURBAN COMPANY

By *[Signature]*

Vice-President

Attest:

*[Signature]*  
Assistant Secretary

5-01

FILED FOR RECORD IN

Auditor's Office of Cowlitz County, Wash.

By *[Signature]*

on the 20 day of January 1926

at 5 o'clock P.M.

and recorded in

Records of said County, in Vol.

on page

H. D. BENNER

Auditor

By *[Signature]* Deputy

STATE OF WASHINGTON )  
COUNTY OF COWLITZ ) ss.

On this 19th day of January, 1926, before me personally appeared J. D. TENNANT 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.

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



## SUPPLEMENTARY DECLARATION

*In witness Whereof The Langview Suburban Company has caused this supplementary declaration to be executed by its Vice President hereunto duly authorized and its corporate seal attested by its Assistant Secretary to be hereunto fixed, this 7<sup>th</sup> day of May 1925.*

## ACKNOWLEDGMENT

On this 7<sup>th</sup> day of May, 1925, before me personally appeared J. 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 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 annexed in witness whereof I have hereunto set my hand and affixed my official seal the day and year first above written.

# SURVIVOR'S CERTIFICATE

Wesley Lendercock being duly sworn, deposes and says that the plat here to annexed is based upon an actual survey and subdivision of the premises thereon designated which survey and subdivision was made under departmental 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.

Charles Stairs  
Notary Public in and for the State of Washington, residing at Langhorne.

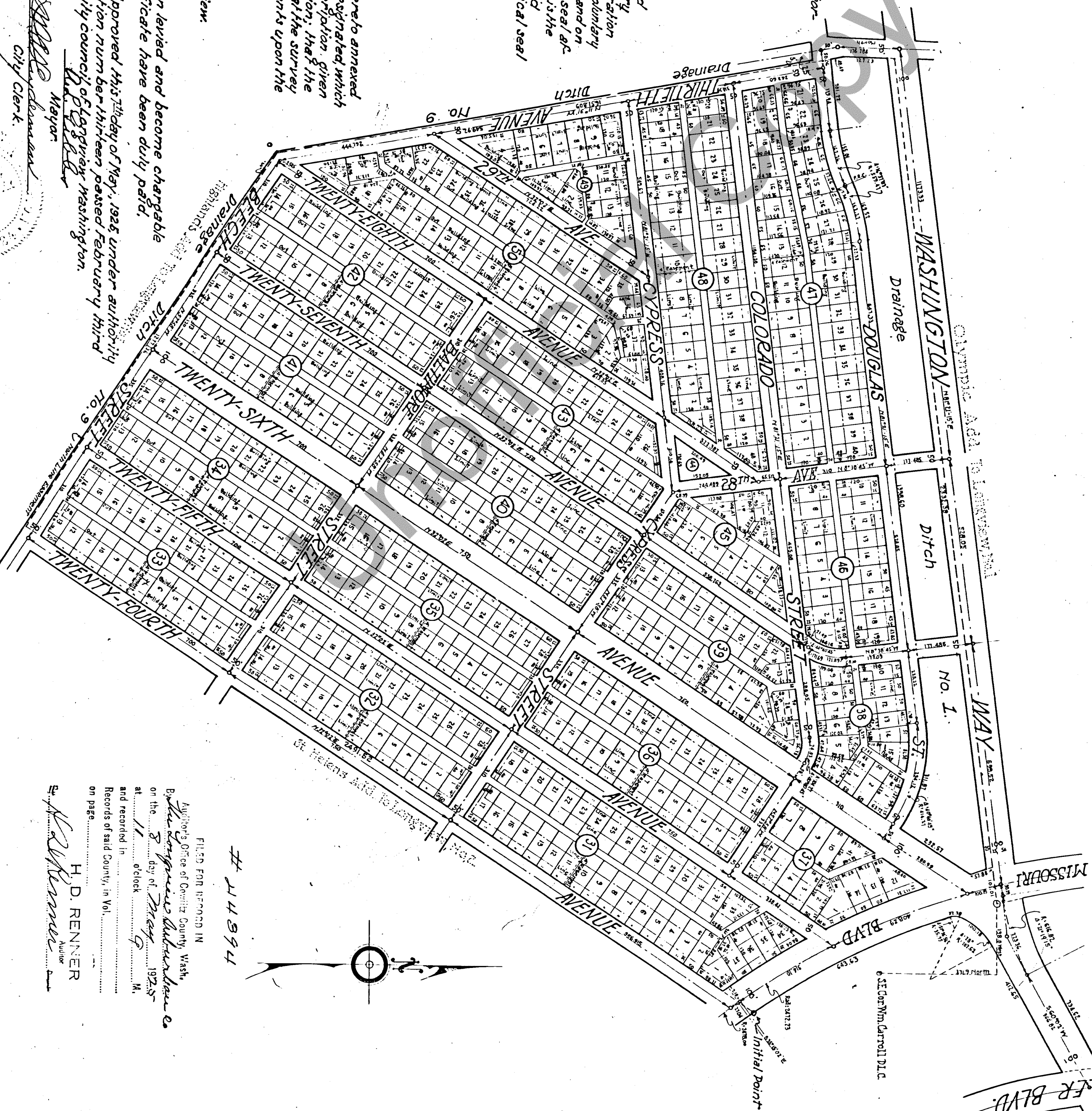
Dated May: 8th 1925.

Approved this 7<sup>th</sup> day of May, 1925.

Filed for record this 8 day of May 1925, in the office of the County Auditor of Conwill County, Washington.

Maya

City Clerk



# 24394

FILED FOR RECORD IN  
Auditor's Office of Cowitz County, Wash.  
By *Johnnie A. Anderson*  
on the *8* day of *May*, 192*8*  
at *11* o'clock *A.M.*  
and recorded in \_\_\_\_\_  
Records of said County, in Vol. \_\_\_\_\_  
on page \_\_\_\_\_

H. D. RENZI

Aviator  
H. H. Turner  
17

Scad 1<sup>st</sup> 2000