

WHEN RECORDED RETURN TO:

Albert Schlotfeldt
Duggan, Schlotfeldt & Welch PLLC
900 Washington Street, Suite 1020
PO Box 570
Vancouver, WA 98666-0570

CCT 00149853 TB

DOCUMENT TITLE(S):

Declaration of Restrictive Covenants

REFERENCE NUMBER(S) OF DOCUMENTS ASSIGNED OR RELEASED:

GRANTOR:

1. Larry Baldwin
2. Helen Baldwin

GRANTEE:

1. The Public

TRUSTEE:

ABBREVIATED LEGAL DESCRIPTION:

SW SW Section 18, Township 2N, Range 5EWM

Full Legal Description located on Page

TAX PARCEL NUMBER(S):

02 05 18 0 0 0803 00, 02 05 18 0 0 0805 00

Yil 3/23/15

☐ If this box is checked, then the following applies:

I am requesting an emergency nonstandard recording for an additional fee as provided in RCW 36.18.010. I understand that the recording processing requirements may cover up or otherwise obscure some part of the text of the original document.

Signature

indexltr

LPB-01-05

After recording, return to:

Albert Schlotfeldt
Duggan, Schlotfeldt & Welch PLLC
900 Washington Street, Suite 1020
PO Box 570
Vancouver, WA 98666-0570

Grantor:
Grantee:
Abbreviated Legal:

Tax Parcel Nos.: 02051800080300; 02051800080500

Other Reference No(s):

DECLARATION OF RESTRICTIVE COVENANTS

Declarant: Larry and Helen Baldwin, husband and wife, collectively "Declarant"

Property: Parcels # 02051800080300; 02051800080500

This Declaration of Restrictive Covenants on Real Property ("the real property covenant") is made this 20 day of March 2015 by Larry and Helen Baldwin ("Declarant"), for the benefit of Declarant and future purchasers (collectively "Beneficiaries") of all or portions of the real property described herein.

WHEREAS, the Declarant makes the following recitals:

- A. Declarant is the sole owner in fee simple of two contiguous parcels of real property located in Skamania County, Washington, legally described on Exhibit A (Collectively referred to as the "Property"). A map of the property is attached to and made part of this real property covenant, as Exhibit B.
- B. The Property possesses a natural, open space, and recreational values that are of great importance to Declarant and the Beneficiaries.
- C. The Declarant is creating a real property covenant on this Property for the purpose of maintaining the values and character of the property.

NOW, THEREFORE, in consideration of the above and the covenants, terms, conditions and restrictions contained herein, Declarant, does hereby establish a real property covenant on the Property as follows:

1. Declaration of Real Property Covenant

Declarant voluntarily establishes this real property covenant in perpetuity over the Property on the terms and conditions set forth herein exclusively for the purpose of conserving the values and character of the Property.

2. Purpose

It is the purpose of this real property covenant to prevent any use of the Property that will impair or interfere with the values and character of the Property.

3. Rights of the Declarant and the Beneficiaries

To accomplish the purpose of this real property covenant the following rights may be exercised by the Declarant and/ or the Beneficiaries.

- (a) To prevent any activity on or use of the Property that is inconsistent with the purpose of this real property covenant.

4. Prohibited Uses

Any activity on or use of the Property inconsistent with the purpose of this real property covenant is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

- (a) Motorcycle, All terrain vehicle, or Quad racing or recreational riding or racing. This section shall not prohibit occasional use of such vehicles for purposes of maintaining the property or transportation.
- (b) Shooting ranges, target practice or discharging of firearms. This section shall not prohibit the occasional discharge of firearms for hunting.
- (c) Unusually loud activities that impair the peace and quiet of the property.

5. Enforcement

The Declarant and/or the Beneficiaries shall have the right to prevent and correct violations of the terms of this real property covenant as set forth below:

- (a) **Notice of Failure.** If the Declarant and/or the Beneficiaries determine that a property owner violation of the terms of this real property covenant or that a violation is threatened, they shall give written notice of such violation and demand corrective action sufficient to cure the violation.
- (b) **Action.** The Declarant and/or Beneficiaries may bring action at law or in equity in a court of competent jurisdiction to enforce the terms of this real property covenant, to enjoin the violation, ex parte as necessary and as allowed under the applicable civil rules, by temporary or permanent injunction, to recover any damages to which it may be entitled for violation of the terms of this real property covenant including damages.
- (c) **Cost of Enforcement.** All reasonable costs incurred by the Declarant and/or the Beneficiaries in enforcing the terms of this real property covenant including, without limitation, costs and expenses of suit and reasonable attorney's fees and reasonable consultant's fees, and any costs of restoration necessitated by Declarant's violation of the terms of this real property covenant shall be borne by the owner of the offending property. The substantially prevailing party in a judicial enforcement action regarding this real property covenant shall be entitled to reimbursement of all reasonably incurred attorney fees and litigation expenses.

6. Modification

All amendments shall be in writing, approved by the Beneficiaries and recorded in the real property records of Skamania County.

7. Interpretation

This real property covenant shall be interpreted under the laws of Washington.

8. Perpetual Duration

This real property covenant shall be a binding servitude running with the land in perpetuity.

9. Notices

Any notices required by this real property covenant shall be in writing and shall be personal delivered or sent by first class mail.

10. Severability

If any provision of this real property covenant is found to be invalid, illegal or unenforceable, that finding shall not affect the validity, legality or enforceability or the remaining provisions.

In Witness Whereof, the Declarant has set its hands on the date first written above.

Declarant

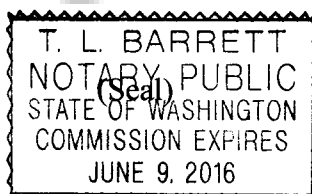
Larry and Helen Baldwin

By: X *Larry Baldwin* X *Helen Baldwin*
Printed Name:
Title:

STATE OF WASHINGTON)
) ss.
County of Clark)

X *Larry Baldwin and Helen Baldwin*
I certify that I know or have satisfactory evidence that * *LA* are is the person~~s~~ who appeared before me, and said person~~s~~ acknowledged that ~~he~~ they are a ~~she~~ they signed this instrument, on oath stated that ~~he was~~ they are authorized to execute the instrument and acknowledged it to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated this 20th day of March 2015.



T. L. Barrett
Printed Name:
Notary Public in and for the State of Washington
My Appointment Expires: 6-9-16

EXHIBIT "A"

That portion of the Southwest quarter of the Southwest quarter of Section 18, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

BEGINNING at a brass cap marking the Southwest corner of the Southwest quarter of Section 18 as shown in a January, 2002 Beseda Land Surveying Survey; thence South 89°16'02" East, along the South line of said Southwest quarter, 1173.33 feet to a point 240.05 feet from the Southeast corner of the Southwest quarter of said Southwest quarter; thence North 00°35'36" East, parallel with the East line of the Southwest quarter of said Southwest quarter, 1320.96 feet to the North line of the Southwest quarter of said Southwest quarter; thence North 89°22'23" West, along said North line, 733.95 feet to a point 454.00 feet East from the Northwest corner of Southwest quarter of said Southwest quarter said point being the Northeast corner of the "Huddleston" parcel as recorded in Book 61 of Deeds at page 754, records of the Skamania County Auditor; thence South 59°42'44" West, along the Southeasterly line of said "Huddleston" parcel, 525.50 feet to a point on the West line of said Southwest quarter 270.00 feet South from the Northwest corner of the Southwest quarter of said Southwest quarter said point being the Southwest corner of the "Huddleston" parcel; thence South 00°02'32" West, along said West line, 1048.88 feet to the Point of Beginning.

EXCEPT County Roads.

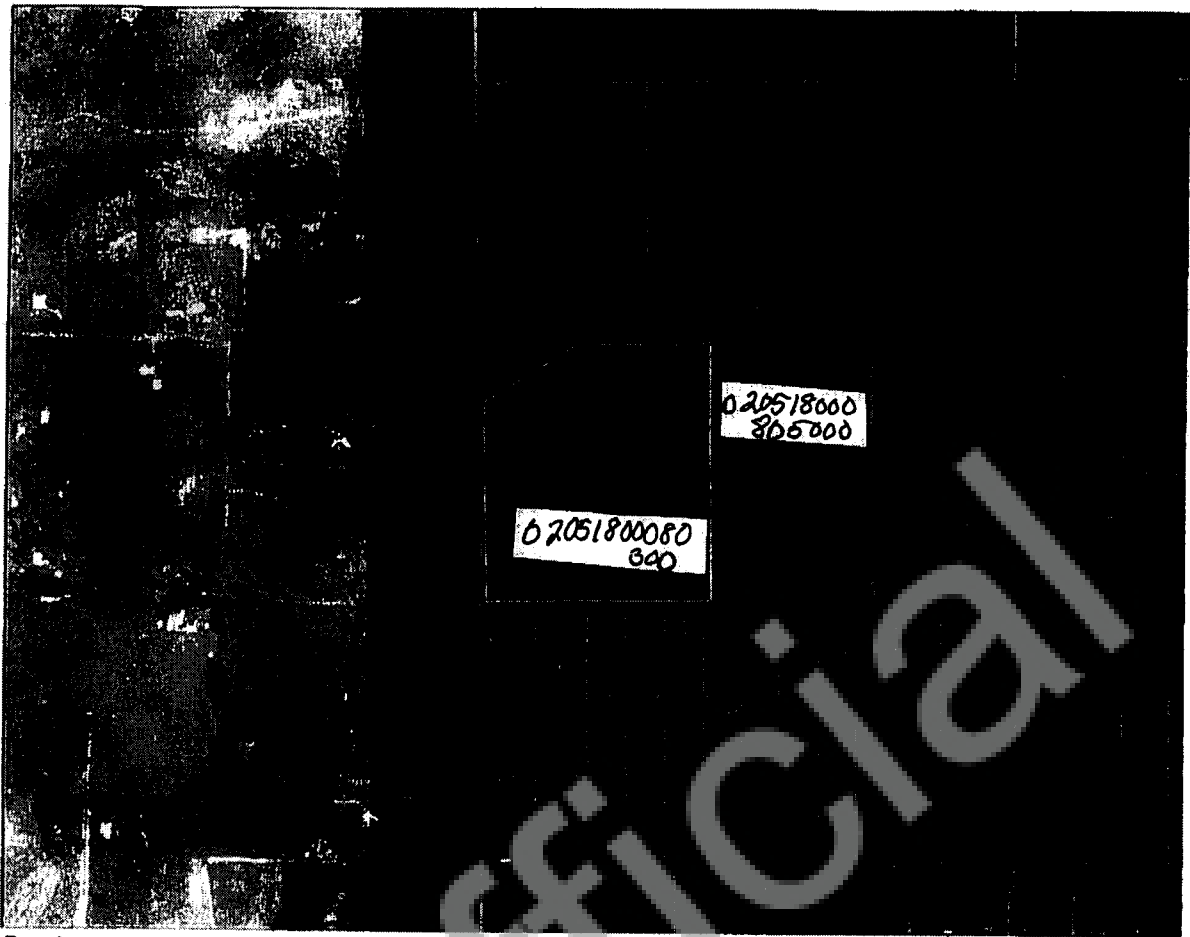
Skamania County Assessor
Date 3-23-15 Parcel# 2-5-18-0-0-803-00
2-5-18-0-0-805-00
Jm

AND

That portion of the Southwest quarter of the Southeast quarter of the Southwest quarter of Section 18, Township 2 North, Range 5 East, Willamette Meridian, Skamania County, Washington, described as follows:

COMMENCING at a 3/4 inch iron pipe with brass cap marking the Southeast corner of the Southwest quarter of Section 18 as shown in a January 2002 Beseda Land Surveying Survey; thence North 89°16'02" West, along the South line of said Southwest quarter, 718.22 feet to the Point of Beginning; thence North 00°35'36" East, parallel with the West line of the Southeast quarter of said Southwest quarter, 1322.50 feet to the North line of said Southeast quarter; thence North 89°22'23" West, along said North line and the North line of the Southwest quarter of said Southwest quarter, 832.33 feet; thence South 00°35'36" West, 1320.96 feet to the South line of said Southwest quarter; thence South 89°16'02" East, along said South line, 240.05 feet to the Southeast corner of the Southwest quarter of said Southwest quarter; thence North 00°35'36" East, along the East line of the Southwest quarter of said Southwest quarter, 560.00 feet; thence South 89°16'02" East, 408.00 feet; thence South 00°35'36" West, 560.00 feet to the South line of the Southwest quarter of Section 18; thence South 89°16'02" East, along said South line, 184.28 feet to the Point of Beginning.

EXCEPT County Roads.



Parcels

Parcel 02051800080300
Owner BALDWIN, HELEN & LARRY
Situs 3592 SKYE RD

EXHIBIT B
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