

After Recording Return to:

Carolyn A. Simms  
Attorney at Law  
2035 NE 3<sup>rd</sup> Loop  
Camas, WA 98607

### **RESTRICTIVE COVENANT FOR VIEW CORRIDOR**

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Declarants: LARRY BALDWIN and HELEN BALDWIN  
Abbreviated  
Legal Description: LOT 3 OF THE LARCH MTN. VIEW S/P #2020-001399  
Tax Parcel #: 02051800082500  
  
Benefitted Parcel: LOT 1 OF THE LARCH MTN VIEW S/P #2020-001399

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This Restrictive Covenant ("the Covenant") dated as of March 3, 2021 is made by Declarants, LARRY BALDWIN and HELEN BALDWIN, husband and wife, as owners of Lot 3 of LARCH MOUNTAIN VIEW SHORT PLAT, (said parties are referred to herein as the "Declarants").

#### **RECITALS**

**WHEREAS**, LARRY BALDWIN and HELEN BALDWIN, husband and wife, are the owners of that certain parcel of real property described as Lot 3 of LARCH MOUNTAIN VIEW SHORT PLAT, recorded under Auditor's File Number 2020001399, records of Skamania County, Washington (hereinafter referred to as Lot 3);

**WHEREAS**, LARRY BALDWIN and HELEN BALDWIN, husband and wife, are the owners of that certain parcel of real property described as Lot 1 of LARCH MOUNTAIN VIEW SHORT PLAT, recorded under Auditor's File Number 2020001399, records of Skamania County, Washington (hereinafter referred to as Lot 1); and

**WHEREAS**, Declarants are selling Lot 1 and have agreed to establish a restrictive covenant upon Lot 3, in order to maintain the view corridor of the existing residence on Lot 1. Declarants acknowledge that sufficient consideration for this Covenant has been provided and desire herein to continue the current view of the property now part of Lot 1.

**NOW THEREFORE**, Declarants hereby declare that the Property herein described shall be held, sold and conveyed subject to the following restrictive covenant, which shall run with the Property and shall bind all parties having or acquiring any right, title or interest in the Property or any portion thereof, and shall inure to the benefit of the owner of the Property their heirs or assigns.

### **VIEW RESTRICTION**

The parties agree that no house, structure, other building or outbuilding shall be built, erected, moved or remodeled on Lot 3 which would block or hinder the view corridor of the existing residence on Lot 1.

### **GENERAL PROVISIONS**

Binding Effect. All present and future owners of the Property, or any portion thereof, shall be subject to, and shall comply with, the provisions of this Covenant. The acceptance of a deed or conveyance, or entering into occupancy of any portion of the Property, shall constitute acceptance and ratification of the provisions of this Covenant by each owner and occupant, as a covenant running with the land, and shall bind any person having an interest or estate in any portion of the Property, as though such provisions were recited and stipulated at length in each and every deed, conveyance and lease of the Property or any portion thereof.

Enforcement. Each owner of Lot 1, or any portion of the property shall have the full power and authority, but not the obligation, to prosecute any proceedings at law or equity against any owner of Lot 3 who violates or attempts to violate any of the provisions of this Covenant, either to prevent such violation, or to recover damages sustained by reason thereof, or both.

Attorney Fees. In the event that any suit or cause of action shall be instituted by any owners of the Properties herein, or any portion thereof, to enforce this Covenant, or to restrain any violation thereof, the prevailing party shall recover their costs and reasonable attorney fees incurred therewith, including any appeal thereof.

IN WITNESS WHEREOF, the Declarants have executed this Covenant as of the date first written above.

*Larry Baldwin*  
LARRY BALDWIN

*Helen Baldwin*  
HELEN BALDWIN

STATE OF WASHINGTON            )  
COUNTY OF CLARK            ) ss.

I certify that I know or have satisfactory evidence that LARRY BALDWIN and HELEN BALDWIN are the persons who appeared before me, and said persons acknowledged that they signed this instrument and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in this instrument.

Dated: March 3, 2021

*Charles Terry Ashton*  
Notary Public for Washington  
Residing at Vancouver, WA  
My appointment expires 12/08/2022

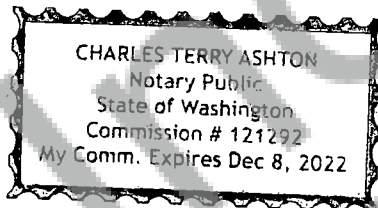


EXHIBIT "A"

Property with View Restriction:

TPN 02051800082500

Lot 3 of LARCH MOUNTAIN VIEW SHORT PLAT, recorded under Auditor's File Number 2020001399, records of Skamania County, Washington.

Property which has View Protection:

TPN 02051800080300

Lot 1 of LARCH MOUNTAIN VIEW SHORT PLAT, recorded under Auditor's File Number 2020001399, records of Skamania County, Washington.