



201803160035

Skagit County Auditor

\$236.00

3/16/2018 Page

1 of

15 8:50AM

When recorded return to

Michael A. Winslow
Attorney at Law
1204 Cleveland Ave.
Mount Vernon, Washington 98273

DOCUMENT: Declaration of Easements, Covenants, Conditions, and Restrictions, Together with Maintenance Agreement: Pleasant Ridge Estates

GRANTORS: Todd A. Rickard and Lara D. Rickard, husband and wife, as Declarant.

GRANTEES: Todd A. Rickard and Lara D. Rickard, husband and wife, and the future owners of Lots 1, 2 and 3 of Short Plat PL-12-0016.

LEGAL DESCRIPTION:

Lots 1, 2 and 3, Skagit County Short Plat #PL-12-0016, as approved May 16, 2012, and recorded May 17, 2012, under Auditor's File No. 201205170066, records of Skagit County, Washington, situated in Skagit County, Washington.

ASSESSOR'S PROPERTY TAX

PARCEL OR ACCOUNT NO. P120795 / 330304-0-006-0100
P120796 / 330304-0-004-0400
P120797 / 330304-0-005-0100

**Declaration of Easements, Covenants, Conditions and Restrictions,
Together with Maintenance Agreement**

This Declaration is made on the 16th day of March, 2018, by Todd A. Rickard and Lara D. Rickard, husband and wife, as "Declarant."

Pleasant Ridge Estates
Declaration of Covenants - 1

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312185223MAW.wpd

SKAGIT COUNTY WASHINGTON
REAL ESTATE EXCISE TAX

Exempt
MAR 16 2018

Amount Paid \$
By *BT* Skagit Co. Treasurer
Deputy

Background

A. Declarant is the owner of approximately thirty-one (31) acres of real property ("the Development") in the Pleasant Ridge area along Best Road, Skagit County, Washington, which development is more particularly described above and in Exhibits "A" and "B" to this Declaration.

B. The Declarant owns three platted lots and intends to subdivide one of those platted lots by Short Card, to create two building lots of one acre each, with the remainder of the card to be placed in one or more Open Space designations. The Declarant desires to impose upon the Development a general plan of development for the mutual benefit of all future owners, which will preserve and enhance the property values and amenities and will further provide for the health, safety and welfare of the future residents.

C. Further, Declarant is the owner of separate tax parcels (described in Exhibit A) which are contiguous with Lot 3, as described herein, and which parcels will benefit from the Covenants, Restrictions and Easements established under this Declaration.

Declaration

NOW, THEREFORE, Declarant hereby declares that all of the property described as follows:

Lots 1, 2 and 3, Skagit County Short Plat #PL-12-0016, as approved May 16, 2012, and recorded May 17, 2012, under Auditor's File No. 201205170066, records of Skagit County, Washington, situated in Skagit County, Washington; Being a Portion of Govt. Lots 3 and 4, South one-half of the North one-half of NW One-half of Section 4, Township 33 North, Range 3 EWM.

shall be held, sold, conveyed and occupied subject to the following easements, restriction, covenants, and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. The Development further shall be subject to the obligations of maintenance as set forth herein in order to preserve the open space areas and access road to the lots in the development. The easements, covenants, restrictions and maintenance obligations shall run with the land and each individual Lot and shall be binding on all parties having or acquiring any right, title, or interest in the development or any part thereof, and shall enure to the benefit of each owner thereof.

Furthermore, any conveyance, transfer, sale, assignment, lease or sublease of a Lot shall and is hereby deemed to incorporate by reference all provisions of this Declaration. The provisions of this Declaration shall be enforceable by Declarant, any Lot Owner, and any First Mortgagee of a Lot.

Pleasant Ridge Estates

Declaration of Covenants - 2

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312185223MAW.wpd

ARTICLE I DEFINITIONS

Section 1. "Declarant" shall mean the owner of record, Todd A. Rickard and Lara D. Rickard, and their successors and assigns; provided, however, that no successor or assignee of Declarant shall have any right or obligations of Declarant under this Declaration unless such rights and obligations are specifically set forth in the instrument of succession or assignment.

Section 2. "Declaration" means the covenants, conditions, restrictions and maintenance obligations and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 3. "Designated Building Area" means a two-acre parcel of land in which the construction of residential structures, accessory dwelling units and accessory structures is permitted within the meaning of this Declaration, with a two-acre parcel set aside for Lot 1 and a second two-acre parcel set aside for Lot 2. The easterly line of each two-acre building parcel is located 1351 feet easterly of the west line of Lots 1 and 2. The easterly and westerly lines of the Designated Building Area are established parallel with the West lines of said Lots 1 and 2. The Designated Building Area for Lot 2 shall comprise the full width of the Lot and shall run from said easterly line in order to establish the West line of the Two Acre site. Similarly, the Designated Building Area for Lot 1 shall commence at the described easterly line, running west the full width of the lot to establish the West Line. The Designated Building Area shall be a full two acres in area, excluding the Protected Critical Area, as shown on the face of Short Plat PL12-0016 recorded under AFN 201205170066. Grantor reserves the right to establish the exact location of the west line of the Designated Building Area for Lot 1, which Grantor may establish by surveyor's markers. Further, designated building area in respect to Lot 3 means two one-acre parcels to be established by future Short Card and to be located approximately as designated on the map attached hereto as Exhibit B, which two-acre parcels lie in the easterly portion of the said Lot 3. The exact location of these two one-acre building parcels shall be established by Short Card and, once so established, shall comprise the area established as Designated Building Area for Lot 3.

Section 4. "Development" means the property comprising Lots 1, 2 and 3 of the said Short Plat.

Section 5. "Lot" shall mean any numbered plot of land shown upon any recorded subdivision map of the property.

Section 6. "Lot Owner" shall refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract purchasers, and excluding contract sellers and further excluding those having an interest merely as security for the performance of an obligation.

Section 7. "Mortgage" shall include a Deed of Trust, Real Estate Contract, or other security interest attaching to real estate.

Section 8. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 9. "Recreation Easement Area" shall mean or refer to that portion of the Development set aside for specific recreational purposes and made subject to specific limitations on use. The map attached as Exhibit "B" illustrates the approximate location of the Recreation Easement, but the grant of easement stated in Article III shall be controlling as to legal description.

ARTICLE II ADDITIONAL BENEFITTED PROPERTIES

Declarant is the owners of two tracts of land which for shorthand reference are identified as Tax Parcel Nos. 15383 and 15384. The full legal description of said parcels is attached hereto as Exhibit A to this Declaration and is incorporated by this reference as if set forth in full herein. The Declarant hereby declares that the Easements, Covenants, Conditions and Restrictions set forth herein shall also operate for the benefit of the property described in Exhibit A and shall burden the property legally described herein as Lots 1, 2 and 3 of Short Plat #PL-12-0016. The property described in Exhibit A shall hereinafter be referred to as the "Benefitted Property." The benefits conferred upon the Benefitted Property shall be appurtenant to and a covenant running with the lands described as the Benefitted Properties and shall benefit both tax parcels, even if the ownership of said tax parcels becomes segregated by subsequent conveyance. The owner of each such tax parcel shall have independent rights under this Declaration in regard to the benefits conferred hereunder.

ARTICLE III RECREATION EASEMENT AREA

Section 1. The Declarant herein declares an Easement over and across the property described hereinafter for recreational use, which Easement shall burden Lots 1, 2 and 3 of the said Short Plat and shall mutually benefit the Owners of Lots 1, 2 and 3 (but excluding from such benefit the owners of the one (1) acre lots created by any future Short Card or any other subsequent subdivision of Lot 3) and the Benefitted Properties described in Article II herein above.

The Recreation Area is legally described as follows:

The westerly 790 feet of Lots 1, 2 and 3 Short Plat #PL-12-0016; with the easterly line established parallel with the West line of said of said Lots 1, 2 and 3.

This Recreation Easement is established for the use of all of the Lot owners and the Benefitted Properties, for purposes of walking, equestrian trails, all-terrain vehicles, bicycling, and other

Pleasant Ridge Estates

Declaration of Covenants - 4

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312185223MAW.wpd

recreational activities which are not inconsistent with the restrictions imposed herein after, but no rights granted hereunder are intended to contravene the provisions of applicable county code.

Section 2. The following activities are prohibited within the Recreation Easement Area: commercial timber harvesting, cutting trees and vegetation, other than for purpose of removing danger trees and maintaining trails; cattle grazing; discharge of firearms and other lethal weapons; farming or horticultural activities, including gardening or organized landscaping. No buildings shall be constructed with the Recreation Easement Area.

Section 3. The owner of each Lot within the Development shall construct a fence along the easterly line of the Recreation Easement Area to segregate the remainder of their property from the Recreation Easement Area located upon their parcel. Suitable gates shall be installed to correspond with existing paths/trails or in areas which are open (without bushes or trees; vegetation limited to grasses). Said fence shall be constructed within one year of conveyance by Grantor of the property. Said fence shall be constructed with a suitable gate and gate posts, to allow service vehicles to access the Recreation Easement Area. Vehicle gates shall be not less than ten feet in width and pedestrian/equestrian gates shall be not less than four feet in width. Fences shall be constructed in order to prevent access to the Recreation Easement Area by cattle and other farm animals.(trying to address the quality of fence running on the Rec Area)

Section 4. Each owner shall maintain the trails on their portion of the Recreation Easement Area. Trails shall be maintained per the existing trail footprint, to a minimum of eight feet of useable road width. Such maintenance shall be at the Lot owners' expense. The Lot owners and the Benefitted Property owner may develop a common scheme for trail maintenance, trail drainage, and water runoff control, which may be carried out on a mutual basis.

Section 5. The owner of the Benefitted Properties shall be allowed access to the Recreation Easement Area from access points located along the northerly line of the Benefitted Properties where the line is contiguous with the Recreation Easement Area on Lot 3. Gates on each Lot owners' properties may be locked, to prevent access to the Lot owners' property from the common Recreation Easement Area. Nothing in respect to the creation and establishment of the Recreation Easement Area is intended to confer on the Owners of Lots 1, 2 and 3 any rights of access to the Benefitted Properties described herein.

ARTICLE IV ROAD EASEMENT

Section 1. An easement for roadway and utility purposes, together with the rights to enter upon the Lot for the purpose of construction, repair, and maintenance of said utilities is hereby established over, under, and across the easement area identified as the Thirty (30) foot Roadway and Utility easement for the mutual benefit of Lots 1 and 2. Said Easement shall be located on a portion of the shared east-west boundary line between Lots 1 and 2, with the centerline of said

Pleasant Ridge Estates

Declaration of Covenants - 5

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312185223MAW.wpd

Easement being located on the property line and the Easement being 15 feet in width on either side of the said common property line, then curving southerly and easterly across Lot 2 toward the road apron connecting Lot 2 to the Best Road. The Declarant shall have the right to establish the exact location of the 30-foot easement area connecting from the apron of the Best Road to the common boundary line between Lots 1 and 2, and this as-built location shall thereafter be controlling, as to the location of the Easement. The approximate location of the road and utility Easement is depicted on the face of the map attached hereto as Exhibit B for illustrative purposes.

Section 2. A Roadway and Utility Easement is also declared over, under and across Lot 3, for the purpose of establishing an access ("Road Apron") from the County road known as the *Best Road* to create the connection point to the Easement described in Section 1 hereof, for access to Lots 1 and 2, all for the benefit of Lots 1 and 2. The said Easement for the Road Apron shall also benefit Lot 3 and the subsequent building lots to be created hereafter by short card, by the Declarant. The apron area shall be 60 feet in width and located in the existing as-built area of the current gravel roadway apron. Declarant further reserves the right to relocate the Road Apron, to comply with County road standards, and this right of relocation may include placing a portion of the Road Apron on Lot 2, all of which shall be in the complete discretion of the Declarant. Depiction of the Road Apron on a subsequent short Card of Lot 3 shall be controlling as to location of this easement area.

Section 3. Any Lot Owner engaging in construction or repair within the described easements areas shall restore the premises to the condition before construction commenced, which restoration of the surface of the ground shall occur at the Lot Owner's expense.

ARTICLE V PROTECTIVE COVENANTS

Section 1. Uniformity of Use and Appearance. One of the purposes of this Declaration is to assure within the Development a uniformity of use and quality of workmanship, materials, design, maintenance, and location of Structures with respect to topography and finish grade elevation. It is in the best interest of each Owner that such uniformity of use be maintained and hereinafter provided. No building (except for Accessory Structures) shall be erected, altered, placed, or permitted to remain on any Lot other than one single-family dwelling and one Accessory Dwelling Structure (as defined in the Skagit County Code 14.04.020). Accessory Structures include carports and storage buildings are permitted as allowed by the requirements of this Article IV. Notwithstanding anything herein set forth, the Construction of any Structure shall comply with the more restrictive of either (I) the terms and conditions of this Declaration or (ii) the laws, codes, ordinances, and regulations of any governmental entity having jurisdiction.

Pleasant Ridge Estates

Declaration of Covenants - 6

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312185223MAW.wpd

Section 2. Development and Use.

A. Land Use and Building Type. No building shall be erected, altered, placed or committed to remain upon any Lot other than one single family dwelling, one Accessory Dwelling Unit, and permitted accessory structures, as allowed by County Code (such as barns, a shop or garden shed). The dwellings and buildings upon each Lot are intended for and restricted to use as single family residences only, on an ownership, rental, or lease basis, and for social, recreational, or other reasonable activities normally incident to such use.

B. Parking. No boat trailers, trucks in excess of one and a half tons permitted hauling weight, Recreational Vehicles, heavy equipment or semi trucks shall be parked or stored on a Lot, except within the Designated Building Area (as permitted short-term parking only). No commercial trucks in excess of 30,000 pounds, campers, trailers, boats, motorcycles, or other recreational vehicles, or any part thereof, shall be parked or permitted to remain on any Lot for more than 30 days, in any calendar year, unless the same is stored and placed in a garage or barn or otherwise properly screened from sight. Non-operable vehicles shall be stored in buildings or barns at all times.

C. Square Footage. Each single family residence must have a minimum of 1500 square feet , excluding garage area.

D. Minimum Building Setbacks and Maximum Heights. All buildings or structures shall be constructed in accordance with the laws of Skagit County and applicable building codes. All structures shall comply with all applicable governmental laws, codes, ordinances, and regulations pertaining to setbacks and height restrictions. Should any Lot Owner desire to obtain a variance in regard to setback, then they shall, in addition to compliance with applicable variance regulations and laws, obtain the consent of the immediately adjoining Lot Owner, as a condition of varying minimum setbacks. No variance in respect to building height shall be allowed unless the Owners of all Parcels benefitted by this Declaration consent to such variance. All structures to be constructed on Lot 3, or any subdivision thereof, shall be single story, with the height limited to Seventeen (17) Feet from the highest point of the natural soil within the building foundation footprint to the peak height of the structure. No structures shall be permitted to be constructed in the area Easterly of the Designated Building Areas for Lots 1 and 2, except that a single structure shall be permitted on each such Lot to be used as a loafing/run-in shed. This structure may have a roof, but and shall be open-sided; not larger than 20 feet by feet in building footprint and not taller than 11 feet in height from highest point of the natural soil within the building foundation footprint to the peak height of the roof.

E. Construction Standards and Manufactured Housing. No mobile or manufactured homes shall be permitted on Lots 1, 2 and 3.

F. Garbage, Refuse and Material Storage. No garbage, refuse, rubbish, or construction debris of any kind shall be deposited on or left upon any Lot unless placed in an attractive container

Pleasant Ridge Estates

Declaration of Covenants - 7

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312185223MAW.wpd

suitably located and screened from view of any other Lot Owner. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No building material of any kind shall be placed or stored on any property within the development until the Lot Owner is ready to commence construction, and then such materials shall be placed within the boundary lines of the Designated Building Area.

G. Business and Commercial Use of Property. Residential, business or commercial use of a Lot shall comply with applicable codes. Provided that, commercial dog/animal kennels, child/day cares or automobile and equipment repair and similar businesses, which require the repair and disassembly of machinery in open view to other Lot Owners, shall not be a permitted.

H. Temporary Structures. No trailers, tent, shack, garage, barn or other outbuildings or any structure of a temporary character erected or placed on the Property shall at any time be used as a permanent residence. Provided that, a contractor's bona fide temporary office or storage space shall be permitted during construction. Provided, further, that temporary structures (non-residential) may be permitted for a period of Ninety (90) days in any calendar year, upon the condition that the footprint is not larger than 25 feet by 25 feet and the height is not greater than Eleven (11) feet. Provided, that one travel trailer or residential type recreational vehicle shall be permitted as temporary living quarters during the construction of a permanent residence, which placement and use on the property shall not exceed Twelve (12) months.

I. Completion of Construction. Any dwelling or structure erected or placed on any Lot shall be completed as to external appearance, including finish painting or staining, and shall be connected to sewer/septic within eight (8) months from the date of commencement of construction. All yards and landscaping must be completed within twelve (12) months from the date of completion of the structure and within not less than twenty-four (24) months from commencement of construction of the structure (whichever event occurs first). All Lots shall be maintained in a neat and orderly condition during construction.

J. Division of Lots. No Lots shall be divided for the purpose of sale or lease, except Lot 3, which may be divided by Short Card to create two residential building lots, in accordance with Skagit County Code.

K. Nuisances. No noxious or undesirable thing, or noxious or undesirable use shall be permitted or maintained upon any Lot or upon any other portion of the Property. Likewise, all Lot Owners shall be considerate of the other Lot Owners and shall avoid excessive noise from radios, televisions, stereos, recreational vehicles, lawnmowers, etc. Violation shall be deemed a nuisance. All outdoor lighting shall have tops or caps to mitigate light pollution and shall be reasonably shielded to prevent encroachment of light into adjoining residences.

L. Signs. Any sign, other than a "for rent" or a "for sale" or a one Four by Four foot (4 x4) sign advertising a permitted home occupation, shall require the written consent of all other Lot

Pleasant Ridge Estates

Declaration of Covenants - 8

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312185223MAW.wpd

Owners and the Benefitted Property owner. This section shall not apply to the Declarant or to any builder during the construction period of any residential structure.

M. Animals. No cattle shall be permitted to access the Recreation Easement Area. All animal enclosures/pens must be kept in a clean and neat, and subject to regular manure maintenance to limit odors infringing on the Development. Dogs which repeatedly bark are not permitted ("repeated barking" being defined as sustained barking for more than ten minutes). Regardless of anything set forth elsewhere in this Declaration, all owners shall comply with governmental laws, codes, ordinances, and regulations pertaining to animals.

N. Fences. All fences shall be constructed in a good and workmanlike manner and shall be constructed of suitable fencing material of metal, wood or wood look composite material. Barbed wire is not permitted. Such fencing structures shall comply with fencing guidelines as established by applicable governmental codes and regulations.

O. Dangerous Weapons. No discharge or use of firearms, archery or other weapons of deadly nature is permitted within the Recreation Easement Area.

P. Landscaping and Trees. Lot Owners shall not plant or allow trees, vegetation or landscaping to be placed or to grow to a height in excess of Six (6) feet within the following portions of the Development: 1) as to Lots 1 and 2; the area Easterly of the Designated Building Areas of said Lots; or 2) as to Lot 3; within the area lying between the East line of the Recreation Easement Area and the most Westerly building lot, as established by any future Short Card for Lot 3. This restriction shall not apply to presently vegetation existing on the date of recording of this Declaration.

Q. Damage to Common Areas. Any damage to the Recreation Easement Area, private road, plat improvements, or common areas caused by any Lot Owner, their children, contractors, agents, visitors, invitees, or service personnel shall be repaired by the Lot Owner at the Lot Owner's expense within Fifteen (15) days from the occurrence of such damage, or as soon as weather and ground conditions allow, if a longer time is required. Each Owner shall have a private right of action to recover from the offending Lot Owner for such damages and repairs.

R. Finish of Exterior of Structures. Permanent structures shall be constructed of quality building materials in a good and workman like manner, according to professional standards of the building industry for Skagit County. Structures shall be properly maintained in a professional, workmanlike manner. Metal or Vinyl siding shall not be permitted on any accessory building or structure having a foot print of greater than One Hundred (100) square feet. Galvanized metal roofing is not permitted. Architectural quality Metal siding and roofing is permitted if not less than a majority of the Lot Owners, as well as the Benefitted Property Owner, consent in writing, which consent must be confirmed before commencement of construction.

Pleasant Ridge Estates

Declaration of Covenants - 9

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312185223MAW.wpd

ARTICLE VI ROAD MAINTENANCE

Section 1. Maintenance of Private Roadway. The owners of Lots 1 and 2 shall maintain the Roadway and Utility Easement area as to that portion which provides common access for Lots 1 and 2. The expense of such road maintenance shall be shared equally between the owners of Lots 1 and 2, and shall include the responsibility to fill chuck holes, trim vegetation, install gravel or road base, and to otherwise use machinery necessary to maintain the road in good and passable condition during all seasons of the year. Should the owners of Lots 1 and 2 agree to jointly develop an asphalt roadway or other hard surface, then they may, by mutual agreement, install such improvements and, thereafter, the cost of maintaining such improvements shall be borne equally by the owners of these two lots.

Section 2. Maintenance of Easement Area. The maintenance of the easement area described as the "Road Apron" connecting Lots 1, 2 and 3 to the Best Road shall be maintained and the responsibility for such maintenance shall be borne equally by the owners of all three Lots, as to the portion which benefits all three lots. Upon the establishment of the Short Card, as contemplated by the Declarant, the maintenance obligation of the shared portion of the apron shall be divided in four equal shares by the four lot owners. The portion of the Road Apron used exclusively by Lot 3 shall be maintained at the sole expense of the owner of Lot 3, until establishment of lots by Short Card, and thereafter, upon creation of the building lots within Lot 3, then the owners of the building lots shall share equally in the cost of maintenance of the portion of Road Apron used exclusively by these lot owners. The Road Apron area shall be maintained to the same standards as described in Section 1. The parties may mutually agree to establish a hard surface for the Road Apron area, such as asphalt or other material, and upon such mutual agreement, the responsibility for maintenance shall continue to be borne in the same proportions as provided for various the Lot owners.

Section 3. Assessments for Unusual Damage or Abuse of Use. In the event that any of the Lot Owners personally or through an agent or invitee causes any unusual or excessive damage to the private roadway by reason of operation of heavy equipment or trucks, the offending Lot Owner shall carry out the repair or restoration of the damaged area. In the event that any offending Lot Owner fails to carry out the repairs or restoration of the damaged area within 14 days of demand by any other Lot Owner, then the remaining Lot Owners, or any one of them, may carry out the repairs and shall have a right of reimbursement from the offending Lot Owner and shall have the right to enforce such reimbursement, as provided under Article VII, Section 2.

ARTICLE VII GENERAL PROVISIONS

Section 1. Binding Effect. All present and future owners or occupants of Lots shall be subject to and shall comply with the provisions of this Declaration, and with any amendments. The acceptance of a deed or conveyance or the entry into occupancy of any Lot shall constitute an

agreement that the provisions of this Declaration and amendments are accepted and ratified by such owner or occupant, and all such provisions shall be deemed and taken to be covenants running with the land and shall bind any person who has at any time any interest or estate in such Lot as though such provisions were recited and stipulated at length in each and every deed and conveyance or lease thereof.

Section 2. Enforcement. Any Lot Owner may institute proceedings at law or inequity to enforce all restrictions, conditions, covenants and reservations, now or here after imposed by the provisions of this Declaration. Should any of the parties having rights under this Declaration employ counsel to enforce any of the terms of this Declaration, or to enforce any lien imposed hereunder, all costs incurred in such enforcement, whether negotiated, stipulated, arbitrated, or determined by a court, including reasonable attorney's fees and costs, including those on appeal, shall be paid by non-prevailing party.

Section 3. Failure to Enforce. No delay or omission on the part of the Declarant or the owners of the Lots in exercising any rights, powers or remedy herein provided, in the event of any breach of the covenants, conditions, reservations, or restrictions herein contained, shall be construed as a waiver thereof or acquiescence therein. No right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Declarant for or on account of the Declarant's failure to bring any action on account of any breach of these covenants, conditions, reservations or restrictions, or for imposing restrictions herein which may be unenforceable by the Declarant.

Section 4. Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way effect any other provisions. The remaining provisions shall continue in full force and effect.

Section 5. Interpretation. This Declaration shall be liberally construed in favor of the party seeking to enforce its provisions to effectuate the purpose of protecting and enhancing the value, marketability, and desirability of the lots by providing a common plan for the Development.

Section 6. Counterparts. This Declaration or amendments hereto may be executed in counterparts and all so executed shall constitute one agreement binding in all the parties notwithstanding that some of the parties are not signatories to the original of the same counterpart.

Section 7. Notices. All notices required to be given pursuant to the provisions of this Declaration, shall be given by certified mail, return receipt requested, to the Lot Owner at their last known address or, if not known, to their address which is of record at the Skagit County Treasurer's Office. Such notice shall be deemed conclusive and binding upon the Lot Owner in all respects.

Section 8. Certain Rights of Declarant. For such time as Declarant shall own Lots for development purposes (as opposed to residential purposes), there shall be no amendments to the Declaration unless agreed to by Declarant, which:

Pleasant Ridge Estates

Declaration of Covenants - 11

\\MAWSERVER\Time Matters Files\Rickard-RE Covenants\180312T85223MAW.wpd

- A. Discriminate or tend to discriminate against the Declarant's right as an owner/developer;
- B. Alter the character and rights of the rights of Declarant as provided for in this Declaration;
- C. Alter previously recorded or written agreements with public or quasi-public agencies regarding easements and rights-of-ways; or
- D. Alter the Declarant's rights in any way as they appear under this Article.

ARTICLE VIII TERM

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by all of the then Lot Owners has been recorded, agreeing to change said covenants in whole or in part. However, nothing in this Article shall be deemed to affect or limit in any way the duration of those easements which are granted as perpetual easements by this Declaration.

ARTICLE IX RESERVATION OF RIGHTS: FUTURE DEVELOPMENT

The Declarant hereby reserves the right to further subdivide portions of Lot 3 in accordance with applicable codes and regulations. In the event that Lot 3 should be further subdivided, then Declarant shall have the right to utilize the Road Easement and Road Apron declared herein above for ingress, egress, and utilities for the benefit of said subdivision. Any lots created by further subdivision of Lot 3 shall be subject to all of the terms, conditions, and obligations of this Declaration.

ARTICLE X AMENDMENT

This Declaration and its covenants, conditions, and restrictions may be amended during any term by an instrument signed by not less than two-thirds of the Lot Owners and requires the approval of the owner of the Benefitted property (being Tax Parcel Number 15383). Provided that, Grantor reserves the unqualified right, without the consent of other Lot Owners and for one instance only, to amend this Declaration in order to specify the description and location of the west line of the Designated Building Area for Lots 1 and 2 and the location of the Road Easement established under Article IV for the connection from the apron at Best Road to the described center line of the roadway straddling the common lot line between Lots 1 and 2. Any amendment must be recorded.

Benefitted Property

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): P15383 / 330304-0-016-0006, P15384 / 330304-0-017-0005

That portion of the South Half of the Northwest Quarter of Section 4, Township 33 North, Range 3 East of the Willamette Meridian, described as follows:

Beginning at the Northwest corner of said subdivision;

Thence North $89^{\circ}35'15''$ East along the North line of said subdivision, a distance of 1,087.03 feet;

Thence South $00^{\circ}24'45''$ East a distance of 21.00 feet;

Thence North $89^{\circ}35'15''$ East a distance of 1,172.46 feet to a point on the West right-of-way line of that certain 60 foot wide county road known as Chilberg Road;

Thence South $29^{\circ}03'15''$ East, along the West right-of-way line, a distance of 300.31 feet;

Thence along a curve on said West right-of-way line to the right, having a radius of 924.93 feet, an arc distance of 7.85 feet to a point on said curve, at which point the tangent to said curve bears South $28^{\circ}34'03''$ East;

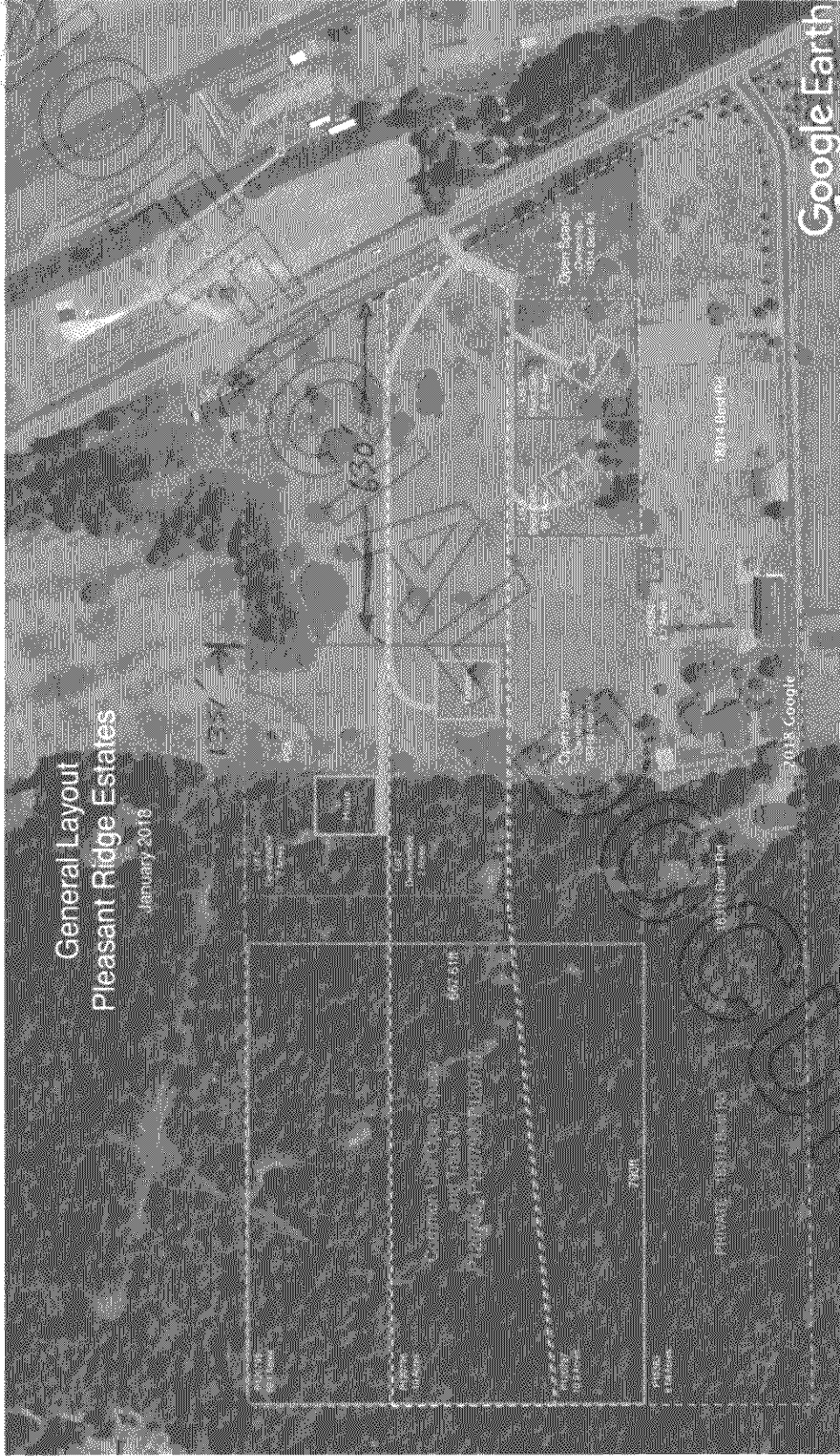
Thence South $89^{\circ}35'15''$ West, a distance of 2,403.97 feet to a point on the West line of said subdivision;

Thence North $01^{\circ}02'22''$ West, along the West line of said subdivision, a distance of 291.47 feet to the point of beginning.

Situated in Skagit County, Washington.

EXHIBIT

A



Pleasant Ridge Estates

Exhibit B to Declaration of Easement, Covenants, Conditions and Restrictions

B