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**DOCUMENT:** Amended Declaration of Covenants: 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 and 2, 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.

**DOCUMENT AFFECTED: AFN 201803160035**

**ASSESSOR'S PROPERTY TAX**

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

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Pleasant Ridge Estates  
Declaration of Covenants - 1  
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### Amended Declaration of Covenants and Restrictions

This Declaration is made on the \_\_\_\_ day of June, 2018, by Todd A. Rickard and Lara D. Rickard, husband and wife, as "Declarant." This document amends, fully replaces and supercedes the Declaration of Easements, Covenants, Conditions and Restrictions, Together with Maintenance Agreement dated March 16, 2018, as recorded under Auditor's File Number 201803160035.

#### 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 herein and in Exhibits "F" to this Declaration.
- B. The Declarant owns three platted lots and intends to subdivide Lot 3 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.
- C. Further, Declarant is the owner of separate tax parcels (described in Exhibit F) which are contiguous with Lot 3, as described herein, and which parcels will benefit from the Restrictions and Covenants established under this Declaration.
- D. The Declarant desires to impose upon Lots 1 and 2 certain restrictions on the height of obstructions and vegetation that would obstruct territorial views to the North, West or South of the Benefitted Properties by placement of same within the View Corridor Area. These restrictions are for the mutual benefit of all future owners of the Benefitted Properties. The restrictions are intended to preserve and enhance the property values. This Declaration shall be interpreted and applied based on these stated goals and intentions.

#### Declaration

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

Lots 1 and 2, 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 restriction and covenants, which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Development. The restrictions and covenants 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 a Lot or any part

Pleasant Ridge Estates

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thereof, and shall enure to the benefit of each owner within the Development.

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, any Benefitted Property owner and any First Mortgagee of any Benefitted Property.

## ARTICLE I DEFINITIONS

Section 1. "Benefitted Properties" means each "Lot" and each "Additional Benefitted Property", as the latter is defined in Article II.

Section 2. "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 3. "Declaration" means the restrictions and covenants and all other provisions set forth in this entire document, and as the document may from time to time be amended.

Section 4. "Development" means the property comprising Lots 1, 2 and 3 of 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 and the property described in attached Exhibit "E".

Section 5. "Existing Natural Grade" means the existing topography of Lots 1 and 2 as constituted on the date of this Declaration.

Section 6. "Height Restriction" shall mean or refer to the limitation on the Lot Owner to place, construct, plant or allow any Structure, View Obstruction or Vegetation, within the View Corridors identified as Zones 1, 2, 3 and 4, unless a specific exception is noted for a particular zone.

6.1. Zone 1- No Structures are permitted. View Obstructions and Vegetation less than Six (6) Feet in height above Existing Natural Grade are permitted. Exhibit A.

6.2. Zone 2- No Structures are permitted. View Obstructions and Vegetation less than Twelve (12) Feet in height above Existing Natural Grade are permitted. Exhibit B.

6.3. Zone 3- No Structures are permitted. View Obstructions and Vegetation above Existing Natural Grade are permitted. Exhibit C.

6.4. Zone 4- No Structures are permitted. View Obstructions and Vegetation less than Twenty-Four (24) Feet in height above Existing Natural Grade are permitted. Exhibit D.

Pleasant Ridge Estates

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Section 7. "Lot" or "Lots" shall mean either of Lots 1 and 2 of 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. These Lots are burdened by the restrictions and covenants stated in this Declaration.

Section 8. "Lot Owner" shall refer to Lots 1 and 2, including 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 9. "Mortgage" shall include a Deed of Trust, Real Estate Contract, or other security interest attaching to real estate.

Section 10. "Notice" shall mean written notice delivered personally or mailed to the last known address of the intended recipient.

Section 11. "Structure" means a building, lean-to, shed, tank, tent or shelter.

Section 12. "View Corridor Area" means the Zones identified as Zones 1, 2, 3 and 4 affecting Lots 1 and 2. The Zones 1, 2, 3 and 4 are legally identified in Exhibits A, B, C and D, respectively, and incorporated by this reference as if set forth in full herein. Information contained in title/headings of Exhibits A through D is for reference purposes only and is not controlling as to definitions or scope of restrictions. The map attached as Exhibit "E" illustrates the approximate location of the View Corridor and the Zones, but the legal description of each Zone as stated in Exhibits A, B, C and D shall be controlling as to description and delineation of each area affected.

Section 13. "View Obstruction" means any fence, wall, trellis, vehicle, sign, irrigation equipment or object (other than Structures or Vegetation), whether temporary or permanent.

Section 14. "Vegetation" means trees, bushes, reeds, bamboo or other plants which grow to a height greater than One (1) Foot above ground.

## ARTICLE II ADDITIONAL BENEFITTED PROPERTIES

Declarant is the owner of three tracts of land, which for shorthand reference are identified as Tax Parcel Nos. 120797, 15383 and 15384. The full legal description of tax parcels 15383 and 15384 is attached hereto as Exhibit E to this Declaration and is incorporated by this reference as if set forth in full herein. The property described in Exhibit F, as well as Lot 3 of 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 shall hereinafter be referred to as the "Additional Benefitted Property."

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ARTICLE III  
DECLARATION OF RESTRICTIONS AND COVENANT

Declarant hereby declares a restriction and covenant in form of the Height Restriction within the View Corridor Area upon each Lot for the benefit of the Benefitted Properties within the Development. No Lot Owner or the agents or invitees of Lot Owner shall allow or place or create any Structure, View Obstruction or Vegetation in excess of the Height Restriction for each Zone within the View Corridor Area. Provided, that vehicles and construction equipment which are taller than the Height Restriction for a given zone may be temporarily parked on an very occasional basis or if needed due to short term construction requirements ( "short term construction" meaning not exceeding a cumulative period of 60 days within a calendar year). Routine overnight parking of over height vehicles and equipment is not a permitted exception.

ARTICLE IV  
COVENANT RUNNING WITH LAND OF BENEFITTED PROPERTY

The restrictions and covenants established under this Declaration shall benefit each of the Benefitted Properties and shall be appurtenant to and a covenant running with the lands described as the Benefitted Properties, including subsequent segregation or subdivision of a Benefitted Property.

ARTICLE V  
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 Benefitted Property 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 a Benefitted Property in exercising any rights, powers or remedy herein provided, in the event of

Pleasant Ridge Estates

Amended Declaration of Covenants - 5

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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. Invalidity 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 Benefitted Properties.

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 or Benefitted Property 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 that party in all respects.

#### 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 and Benefitted Properties owners has been recorded, agreeing to change said covenants in whole or in part.

#### 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. Any lots created by further subdivision of Lot 3 shall be benefitted by all of the terms, conditions, and obligations of this Declaration.

Pleasant Ridge Estates

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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 all the owners of the Benefitted Properties. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 28 day of June, 2018.

**Declarant:**

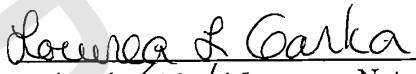
  
\_\_\_\_\_  
Todd A. Rickard

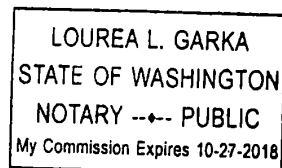
\_\_\_\_\_  
Lara D. Rickard

State of Washington     )  
  )ss  
County of Skagit         )

I certify that I know or have satisfactory evidence that Todd A. Rickard and <sup>to</sup>~~Lara D.~~  
~~Rickard~~, husband and wife, 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 in the instrument.

Dated: June 28, 2018.

  
Lourea L. Garka, Notary Public  
My appointment expires 10/27/2018



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 all the owners of the Benefitted Properties. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be executed this 28<sup>th</sup> day of June, 2018.

**Declarant:**

\_\_\_\_\_  
Todd A. Rickard

  
Lara D. Rickard


State of Washington )

)ss

County of Skagit )

I certify that I know or have satisfactory evidence that Todd A. Rickard and Lara D. Rickard, husband and wife, 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 in the instrument.

Dated: June 28<sup>th</sup>, 2018.

  
L A Holdridge, Notary Public  
My appointment expires 05-19-2020



Pleasant Ridge Estates

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**Exhibit "A"**  
**Restriction Zone 1,**  
**No Structures (trees, fences, walls, trellis, irrigation, signage and vegetation**  
**restricted to height**  
**of 6-feet above Existing Natural Grade)**

A restrictive view corridor, over, under, across and above that portion of Lot 2, Skagit County Short Plat No. PL-12-0016, approved May 16, 2012 and recorded May 17, 2012 under Skagit County Auditor's File No. 201205170066, being in a portion of Government Lots 3 and 4, Section 4, Township 33 North, Range 3 East, W.M., being more particularly described as follows:

BEGINNING at the Easterly most corner of said Lot 2, Skagit County Short Plat No. PL-12-0016;  
thence South 34°07'24" West along the line common to Lots 2 and 3 of said Skagit County Short Plat No. PL-12-0016 for a distance of 120.00 feet to an angle point in said common line;  
thence North 89°37'58" West along said common line for a distance of 474.12 feet;  
thence North 36°00'40" East for a distance of 122.77 feet, more or less, to a point bearing North 89°37'58" West from the POINT OF BEGINNING;  
thence South 89°37'58" East for a distance of 469.26 feet, more or less, to the POINT OF BEGINNING

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



6-19-18

**Exhibit "B"**  
**Restriction Zone 2,**  
**No Structures (trees, fences, walls, trellis, irrigation, signage and vegetation**  
**restricted to height**  
**of 12-feet above Existing Natural Grade)**

A restrictive view corridor, over, under, across and above portions of Lots 1 and 2 of Skagit County Short Plat No. PL-12-0016, approved May 16, 2012 and recorded May 17, 2012 under Skagit County Auditor's File No. 201205170066, being in a portion of Government Lots 3 and 4, Section 4, Township 33 North, Range 3 East, W.M., being more particularly described as follows:

BEGINNING at the Easterly most corner of said Lot 2, Skagit County Short Plat No. PL-12-0016;  
thence North  $89^{\circ}37'58''$  West for a distance of 469.26 feet;  
thence North  $36^{\circ}00'40''$  East for a distance of 293.96 feet, more or less, to an angle point in the Northerly line of Lot 1 said Skagit County Short Plat No. PL-12-0016;  
thence North  $70^{\circ}18'16''$  East along a Northerly line of said Lot 1 for a distance of 159.03 feet, more or less, to an angle point in said line, also being the Southwesterly right-of-way margin of Best Road;  
thence South  $25^{\circ}10'46''$  East along the Easterly line of said Lot 1 for a distance of 120.74 feet to a point of curvature;  
thence along the arc of said curve to the left, concave to the Northeast, having a radius of 2,890.00, through a central angle of  $1^{\circ}42'55''$ , an arc distance of 86.52 feet, more or less, to the Southeast corner of said Lot 1, Skagit County Short Plat No. PL-12-0016, also being the Northeast corner of Lot 2 said Skagit County Short Plat No. PL-12-0016;  
thence continue along said curve to the left concave to the Northeast having a radius of 2,890.00 feet, through a central angle of  $2^{\circ}24'49''$ , an arc distance of 121.75 feet, more or less, to the POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



6-19-18

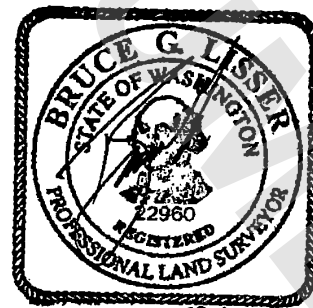
**Exhibit "C"**  
**Restriction Zone 3,**  
**No Structures (no restrictions with respect to trees, fences, walls,**  
**trellis, irrigation, signage or**  
**vegetation height above natural grade)**

A restrictive view corridor, over, under, across and above a portion of Lot 1 of Skagit County Short Plat No. PL-12-0016, approved May 16, 2012 and recorded May 17, 2012 under Skagit County Auditor's File No. 201205170066, being in a portion of Government Lots 3 and 4, Section 4, Township 33 North, Range 3 East, W.M., being more particularly described as follows:

BEGINNING at the Easterly most corner of said Lot 1, Skagit County Short Plat No. PL-12-0016;  
 thence South 34°07'24" West along the line common to Lots 2 and 3 of said Skagit County Short Plat No. PL-12-0016 for a distance of 120.00 feet, to an angle point in said common line;  
 thence North 89°37'58" West along said common line for a distance of 622.29 feet;  
 thence North 0°22'02" East for a distance of 206.79 feet, more or less, to the South line of said Lot 1, Skagit County Short Plat No. PL-12-0016 and being the TRUE POINT OF BEGINNING;  
 thence continue North 0°22'02" East for a distance of 234.60 feet, more or less, to the North line of said Lot 1, Skagit County Short Plat No. PL-12-0016;  
 thence South 89°37'58" East along said North line for a distance of 341.92 feet, more or less, to an angle point in said North line;  
 thence South 25°10'46" East along an Easterly line of said Lot 1 for a distance of 113.86 feet to an angle point in said line;  
 thence South 36°00'40" West for a distance of 162.27 feet, more or less, to the South line of said Lot 1, at a point bearing South 89°37'58" East from the TRUE POINT OF BEGINNING;  
 thence North 89°37'58" West along said North line for a distance of 296.45 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



6-18-19

**Exhibit "D"**  
**Restriction Zone 4,**  
**No Structures (trees, fences, walls, trellis, irrigation, signage and vegetation**  
**restricted to height**  
**of 24-feet above Existing Natural Grade)**

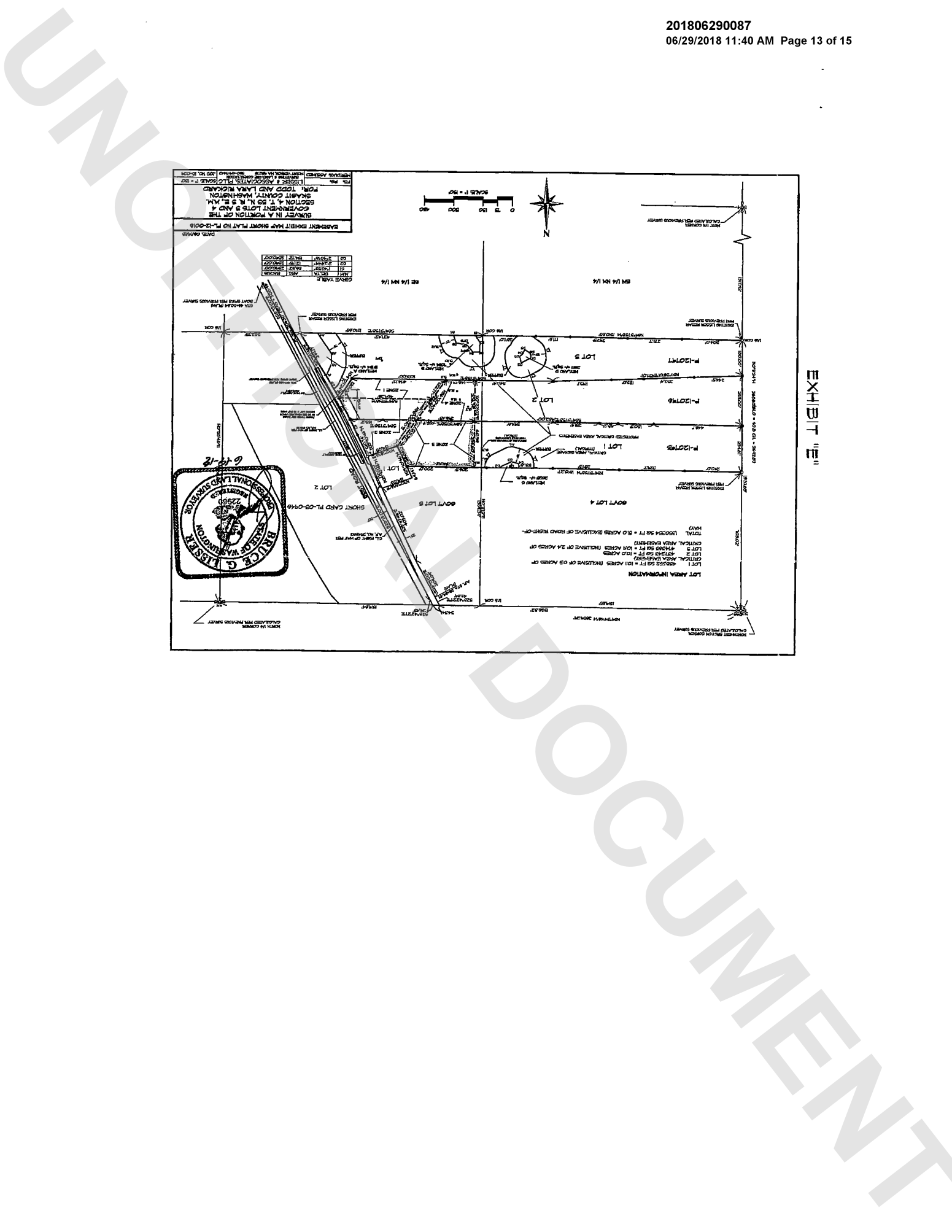
A restrictive view corridor, over, under, across and above a portion of Lot 2 of Skagit County Short Plat No. PL-12-0016, approved May 16, 2012 and recorded May 17, 2012 under Skagit County Auditor's File No. 201205170066, being in a portion of Government Lots 3 and 4, Section 4, Township 33 North, Range 3 East, W.M., being more particularly described as follows:

BEGINNING at the Easterly most corner of said Lot 2, Skagit County Short Plat No. PL-12-0016;  
 thence South  $34^{\circ}07'24''$  West along the line common to Lots 2 and 3 of said Skagit County Short Plat No. PL-12-0016 for a distance of 120.00 feet, to an angle point in said common line;  
 thence North  $89^{\circ}37'58''$  West along said common line for a distance of 474.12 feet to the TRUE POINT OF BEGINNING;  
 thence continue North  $89^{\circ}37'58''$  West along said common line for a distance of 148.17 feet;  
 thence North  $0^{\circ}22'02''$  East for a distance of 206.79 feet, more or less, to the North line of said Lot 2;  
 thence South  $89^{\circ}37'58''$  East along said North line of Lot 2 for a distance of 296.45 feet, more or less, to a point bearing North  $36^{\circ}00'40''$  East from the TRUE POINT OF BEGINNING;  
 thence South  $36^{\circ}00'40''$  West for a distance of 245.46 feet, more or less, to the TRUE POINT OF BEGINNING.

SUBJECT TO and TOGETHER WITH easements, reservations, restrictions, covenants, liens, leases, court causes and other instruments of record.

Situate in the County of Skagit, State of Washington.



[illegible]

Benefitted Property

EXHIBIT "F"  
Legal Description

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

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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.

