



RETURN ADDRESS

BK 311 P621

Document Title(s):

Order Number: V73460

Declaration of Dedication - Pleasant Ridge

Reference Number(s) of related documents:

Grantor(s): (Last name, First name and Middle Initial)

Hurley, Jesse R.

Hurley, Linda L

Grantee(s): (Last name, First name and Middle Initial)

Trustee:

Legal Description: (abbreviated form: i.e. lot, block, plat or section township, range, quarter/quarter)

Ptn Lot 12 Ridgefield Homesites Bk D Pg 55 (NE Qtr. Sec. 19 T4n R1E)

Assessor's Property Tax Parcel/Account Number:

120969-000



Fidelity National Title Insurance Company

DESCRIPTION
SEE ATTACHED EXHIBIT "A"

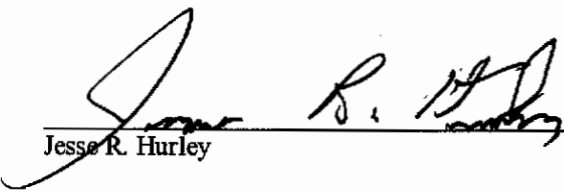
DECLARATION OF DEDICATION

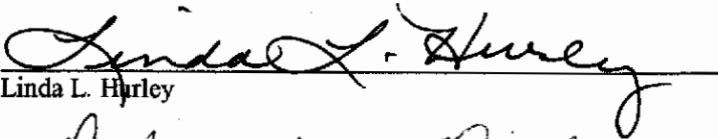
We, the undersigned, having an interest in the above described real estate, do hereby lay out and plat the same into streets and lots, as shown upon the accompanying plat; said plat to be known as:


PLEASANT RIDGE

and we hereby dedicate said streets to the public use forever, but the ownership, use and enjoyment of all lots therein are subject to the easements as shown thereon, and to the following attached restrictive covenants which shall run with the land and be for the mutual benefit and protection of all lots within said plat and the owners thereof.

Dated this 26th day of Nov. , 2008 at 8:00 A.M.


Jesse R. Hurley


Linda L. Hurley


Bank of Clark County

By: DEBORAH A. OESTER

Abbreviated Legal Description: Lot 12 Ridgefiled Homesites D/55
Parcel No.: 120969-000

STATE OF WASHINGTON

SS.

COUNTY OF CLARK

On this day personally appeared before me Linda L. Hurley
To me known to be the individua (s) described in and who executed the within and foregoing
instrument and acknowledged to me that they/he/she signed the same as their/his/her free and
voluntary act and deed for the purposes therein mentioned.

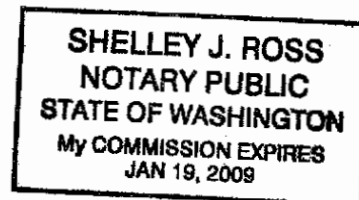
GIVEN under my hand and official seal this 27 day of March 2007.

Shelley J. Ross
Signature of Notary Public

Printed Name of Notary Public SHELLEY J. ROSS

Residing at: VANCOUVER

My commission Expires: 1-19-09



STATE OF WASHINGTON

SS.

COUNTY OF CLARK

On this day personally appeared before me Jesse R. Hurley

To me known to be the individual (s) described in and who executed the within and foregoing instrument and acknowledged to me that they/he/she signed the same as their/his/her free and voluntary act and deed for the purposes therein mentioned.

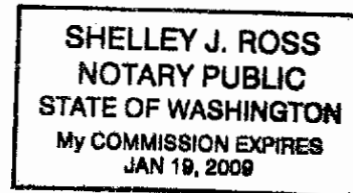
GIVEN under my hand and official seal this 27 day of March, 2007.

Shelley J. Ross
Signature of Notary Public

Printed Name of Notary Public SHELLEY J. ROSS

Residing at: VANCOUVER

My commission Expires: 1-19-09



STATE OF WASHINGTON

COUNTY OF CLARK

I certify that I know or have satisfactory evidence that

DEBORAH A OESTER
is/are the person(s) who appeared before me, and said person(s) acknowledged that
(he/she/they) signed this instrument, on oath stated that (he/she/they) (is/are) authorized
to execute the instrument and acknowledged it as the SVP & RE Division Mgr of
Bank of Clark County to be his/her/their free and voluntary act of such party(ies) for the
uses and purposes mentioned in this instrument.

Dated: March 27th, 2008

Terrie E. Cochran

Notary Public in and for the State of Washington

Residing at Washougal

My appointment expires: 4-1-2009



**DECLARATION OF COVENANTS AND RESTRICTIONS
OF
PLEASANT RIDGE**

Grantor: J.R. Hurley and Linda L. Hurley

Grantee: J.R. Hurley and Linda L. Hurley

Abbreviated Legal Description: Lots 1-14, Pleasant Ridge, Book _____ of Plats, page _____

Assessor's Tax Parcel ID#: 120969-000

Reference Nos. of Documents Released of Assigned: N/A or _____

- A. THIS DECLARATION is made this 31st day of Dec, 2008 by J.R. Hurley ("Declarant").
- B. WHEREAS, Declarant is the owner of certain real property located in the City of Ridgefield (the "City"), County of Clark, State of Washington, and more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference. Declarant has recorded the plat of Pleasant Ridge (the "Property") in the plat records of Clark County, Washington, in Book _____ of Plats, page _____. A copy of the plat is attached hereto, marked Exhibit "B" and incorporated herein by this reference. Declarant desires to subject the Property described in such plat to the easements, covenants, conditions, and restrictions (the "Covenants") set forth herein for the benefit of such Property, and its present and subsequent owners.
- C. NOW, THEREFORE, Declarant hereby declares that the Property above described shall be held, used, occupied, sold and conveyed subject to the following Covenants which are for the purpose of protecting the value and desirability of this Property and which shall run with the real property and be binding on all parties having any right, title or interest in the described Property, or any part thereof, their heirs, successors, and assigns, and shall inure to the benefit of each owner thereof. The Covenants shall be imposed upon and pass to the successor in interest of the Property and the lots therein as a servitude in favor of and enforceable by the owner of any other lot, and the Declarant. However, except for the Common Area, these Covenants may be modified, restricted, or abolished at any time, if the owners of 80% of the lots described in Exhibit "B" sign an instrument to such effect.
1. **LAND USE AND BUILDING TYPE.** No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and private garage for not less than 2 cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private green house, private swimming pool, storage shed, or for the storage of a boat and/or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot.
 2. **DWELLING PLACE.** One-story dwelling structures, exclusive of open or screened porches and attached garages, shall be not less than 1,150 square feet of finished living area. Two-story dwelling structures, exclusive of open or screened porches and attached garages,

shall be not less than 1,400 square feet of finished living area with a minimum of 600 square feet on the first floor and a minimum of 400 square feet on the upper floor.

3. **LANDSCAPING.** The front yards of all lots and the front and street-facing side yards of corner lots shall be landscaped within six months after the house is finished. Lawn mowing and yard maintenance must be done as needed to keep it in a neat and orderly condition.
4. **BUILDING LOCATION.** No building shall be located within the setback from front, side and rear lot lines in conformity with the typical building setbacks shown on page 2 of the plat of the Property.
5. **COMPLETION.** Construction of any dwelling shall be completed within 1 year from the date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut and mowed at sufficient intervals to prevent creation of nuisance or fire hazard.
6. **HOUSE CONSTRUCTION.** All dwelling plans are subject to approval of the Declarant. Exterior decorations shall be in keeping with the architectural style approved by the Declarant. All exterior colors for new construction must be approved by the Declarant. Roofing materials shall be architect style or three-tab comp roofing. The exterior walls of the home which face a street can be single or double constructed, or brick veneer. This provision shall not apply to the existing house on Lot 14. In the event that structure is removed, then this provision shall apply to any new construction on Lot 14.
7. **FENCES.** Fence materials will be cedar or vinyl and consist of a pre-manufactured color set in. No fences on any lot boundary line shall exceed 6 feet in height above the grade on which it is situated and providing that any fence line or planting between the minimum building set-back line and the front line shall not exceed 3 ½ feet above grade and shall be subject to permit regulations and requirements of the City. No chain link fences are allowed except as designated by the Declarant.
8. **EASEMENTS.** Easements for the installation of utilities and street right-of-ways are reserved and shown of the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well-kept condition as the remainder of the lot.
9. **NUISANCE AND MAINTENANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. Yards, grounds, garbage cans, containers, buildings and etc. shall be kept and maintained in a neat and sightly fashion at all times. No trailers shall be parked in the public street areas, nor shall any trucks, campers, motorhomes, boats or inoperable vehicles be parked or permitted to remain in said public street areas, nor between front of home and public street.

10. **TEMPORARY STRUCTURES.** No structures of a temporary character, shack, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently and shall be subject to building permit regulations and requirements of the City.
11. **SIGNS.** No signs of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, one sign no larger than 18" X 24" advertising the property for sale or rent, or signs used by the developers or a builder to advertise the property during the initial sales and construction period, subject to City sign regulations. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.
12. **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers, pending collection and removal. All must be contained on lot, not street. All incinerators or other equipment for the temporary storage or disposal of such materials shall be kept in a clean and sanitary condition.
13. **EXISTING STRUCTURES.** No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.
14. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
15. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than 2 dogs, 2 cats or other usual small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided that they are not permitted to cause damage, constitute a nuisance or run at large in neighborhood, subject to City animal regulations.
16. **ENFORCEMENT.** The failure on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions hereof, or of any existing violation thereof, shall in no event be deemed a waiver thereof; nor shall be invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgement or court order affect any of the provisions hereof, which shall remain in full force and effect.

If any owner of any real property herein, shall infringe or attempt to infringe, or omit to perform any of the covenants, conditions, or restrictions herein contained relating to said real property, or for the use and improvement of the same, it shall be lawful for any other owner or owners, for the benefit of either themselves or for the owners of the other lots to prosecute any proceeding at law or inequity against the person or persons infringing or attempting to infringe, or omitting to perform such covenants, conditions, or restrictions, and either to

obtain an injunction without bond to prevent them from doing so, or to recover damages or other costs of repair for such infringements or omissions.

17. **AERIALS.** No television or radio aerial or antenna shall be erected or placed on any residential structure which is more than six feet in height above the highest point on the building or structure upon which it is erected (exclusive of chimney). No rotary beams, separate towers or other similar devices shall be located on any lot. Measures should be taken to place aerials and antennas in the least visible position possible. Cable receiving dishes or any electronic receiving devices are acceptable if not visible from the street.
18. **ATTORNEY FEES AND COSTS.** Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the part instituting such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suite or actions, in addition to statutory costs and disbursements.
19. **ASSOCIATION.** Declarant shall organize an association (the "Association") of all of the Owners within the Property. Such Association, its successors and assigns, shall be organized under the name "Pleasant Homeowners Association" or such similar name as Declarant shall designate, and shall have such property, powers, and obligations as are set forth in this Declaration for the benefit of the Property and all Owners of property located therein.

19.1 Organization. Declarant shall, before the first Lot is conveyed to an Owner, organize the Association as a nonprofit corporation under the general nonprofit corporation laws of the State of Washington and Chapter 64.38 of the Revised Code of Washington. To the greatest extent possible, any successor entity shall be governed by the Articles of Incorporation and Bylaws of the Association as if they had been made to constitute the governing documents of the entity.

19.2 Membership. Every Owner of one or more Lots within the Property shall, immediately upon creation of the Association and thereafter during the entire period of such Owner's ownership of one or more Lots within the Property, be a member of the Association. Such membership shall commence, exist, and continue simply by virtue of such ownership, shall expire automatically upon termination of such ownership, and need not be confirmed or evidenced by any certificate or acceptance of membership.

20. **MAINTENANCE AND ASSESSMENTS.**

20.1 Maintenance. The Association shall provide for and perform all maintenance upon the Common Areas.

20.2 Purpose of Assessments. The assessments levied by the Association pursuant to this Declaration shall be used exclusively for the purpose of promoting the health, safety, and welfare of the residents in the Property and in particular for the improvement and maintenance of properties, services, and facilities devoted to this purpose and related to the use and enjoyment of the Common Area.

20.3 Duty of the Board of Directors. The Board of Directors shall fix the amount of the assessments against each Lot for the purposes set forth above, taking into account the need for reasonable reserves for such purposes. The Board of Directors shall give each Owner written notice of such assessment at least thirty (30) days in advance of the due date of the assessment and shall cause to be prepared a roster of the Lots showing assessments applicable to each Lot. The roster shall be kept in the Association office and shall be subject to inspection by any Owner during regular business hours. Upon demand, the Board of Directors shall furnish to any Owner a certificate in writing setting forth whether the assessments on such Owner's Lot have been paid.

20.4 Amount of Assessments. The annual assessment for purposes of Section 20.3 above shall be assessed equally against each Lot, except that no assessment shall be levied against any Lot until the earlier of (1) sale to a purchaser other than a builder for resale; in which case upon the closing of such sale, the purchaser of the lot shall pay to the Association the pro rata portion of the assessment owing for the remainder of the applicable billing period; or (2) upon the expiration of six (6) months following sale a builder for resale, at which time the builder shall pay assessments retroactive to the date of purchase.

20.5 Special Assessments. In addition to the assessments authorized by Section 20.3 above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying all or part of the cost of any construction or reconstruction, unexpected repair, or replacement of a described capital improvement upon the Common Area, or for any other one-time expenditure not to be paid for out of regular annual assessments. No such assessment may be levied without the vote or written consent of seventy-five percent (75%) of the voting power of the Class A members and the consent of the Class B member, if any.

20.6 Creation of Lien and Personal Obligation of Assessments. Declarant, for each Lot owned by it within the Property, does hereby covenant, and each Owner of any Lot by acceptance of a conveyance thereof, whether or not so expressed in any such conveyance, shall be deemed to covenant to pay to the Association all assessments or other charges as may be fixed, established, and collected from time to time in the manner provided in this Declaration. Such assessments and charges, together with any interest, expenses, or attorneys' fees imposed pursuant to Section 20.3 shall be a charge on the land and shall be a continuing lien upon the Lot against which each such assessment or charge is made. Such assessments, charges and other costs shall also be the personal obligation of the person who was the Owner of such Lot at the time when the assessment or charge fell due.

21. **COMMON AREA.**

21.1 Designation of Common Area. There are five areas that together shall be the Common Area:

- a. Tract "A"
- b. Tract "B"
- c. 30' access and Stormwater Facility Easement across Lots 12 and 13. Note 2 of Page 2 of Plat of Property
- d. Storm Water Quality Vault in Easement Note 2 of Page 2 of Property
- e. Storm Water Quality Vault in N. 4th Way

21.2 Title to Common Area. Declarant shall convey Tracts A and B of the Common Area to the Association not later than upon termination of the Class B membership. Prior to conveyance, Class B members shall have the responsibility and obligation to maintain, repair and administer the Common Area in full compliance with applicable laws, rules, and regulations, including the City's critical areas ordinance; thereafter, Class A members shall bear that responsibility.

21.3 Easement Reserved in Common Area Declarant reserves to itself and grants to the Association for the benefit of Declarant, the Association and all Owners of Lots within the Property, an easement on the Common Area ~~for an easement~~ for construction, maintenance, repair, critical areas protection, and use of the Common Area.

21.4 Use of Common Area. The Common Area shall be used as:

- a. Tract "A" is an Open Space Common Area, that, may be used for the recreation and enjoyment of all of the lot owners in Pleasant Ridge subdivision, consistent with stormwater facilities management, protection of the wetland and 100 foot wetland ~~and~~ buffers shown in * Cascadia Ecological Services report sheet 7, and no disturbance below 10-foot setback from delineated slope line per plat note (which is the same line as Local Slump/Creep Zone and Geotechnical Slope Setbacks shown on Figure 3 of Geo Design report) . This right shall pass with the title to every lot.

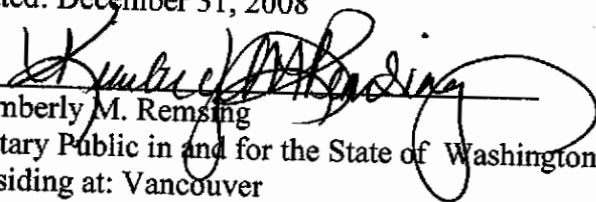
*Attached Exhibit C

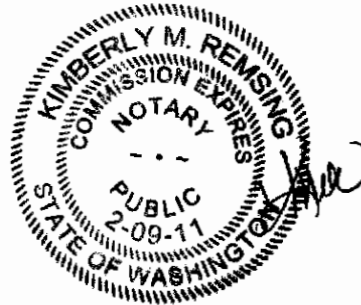
- b. Tract "B" is Pleasant Ridge Storm Water Facility. No private use may be made of Tract "B".
- c. The 30' Access and Storm Water Facility Easement is part of the Storm Water Facility. No private use shall be made of the Storm Water Facility.

STATE OF WASHINGTON
COUNTY OF CLARK

I certify that I know or have satisfactory evidence that Linda L. Hurley, is/~~are~~-the person (s) who appeared before me, and said person (s) acknowledged that he/she/they signed this instrument and acknowledged it to be his/her/~~their~~ free and voluntary act for the uses and purposes therein mentioned in this instrument

Dated: December 31, 2008


Kimberly M. Remsing
Notary Public in and for the State of Washington
Residing at: Vancouver
My appointment expires: February 9, 2011



LEGAL DESCRIPTION FOR JESSE HURLEY
Plat Perimeter for Pleasant Ridge

November 26, 2007

A parcel of property in the Northeast 1/4 of Section 19, Township 4 North, Range 1 East of the Willamette Meridian, also being a portion of Lot 12 of Ridgefield Homesites as recorded in Book "D" of Plats at page 55, records of Clark County, Clark County, Washington, further described as follows:

BEGINNING at the Northwest Corner of said Lot 12 of said Ridgefield Homesites;

THENCE South 89° 25' 55" East along the North line of said Lot 12 a distance of 506.73 feet to a point on the centerline of Reiman Road as shown on said Plat of Ridgefield Homesites;

THENCE continuing along said centerline of said Reiman Road the following courses;

THENCE South 01° 36' 22" West 67.86 feet;

THENCE South 23° 00' 09" West 104.17 feet;

THENCE South 03° 10' 09" West 133.93 feet;

THENCE South 19° 13' 09" West 73.42 feet;

THENCE South 11° 17' 09" West 51.59 feet;

THENCE South 28° 40' 09" West 117.07 feet;

THENCE South 29° 32' 09" West 446.44 feet;

THENCE South 41° 02' 09" West a distance of 396.84 feet to the most Southerly Corner of said Lot 12;

(360) 695-1385
1111 Broadway
Vancouver, WA
98660

THENCE along the Westerly Line of said Lot 12 the following courses:

THENCE North 27° 29' 29" East 433.53 feet;

THENCE North 00° 41' 29" East 92.76 feet;

THENCE North 10° 26' 31" West 299.88 feet;

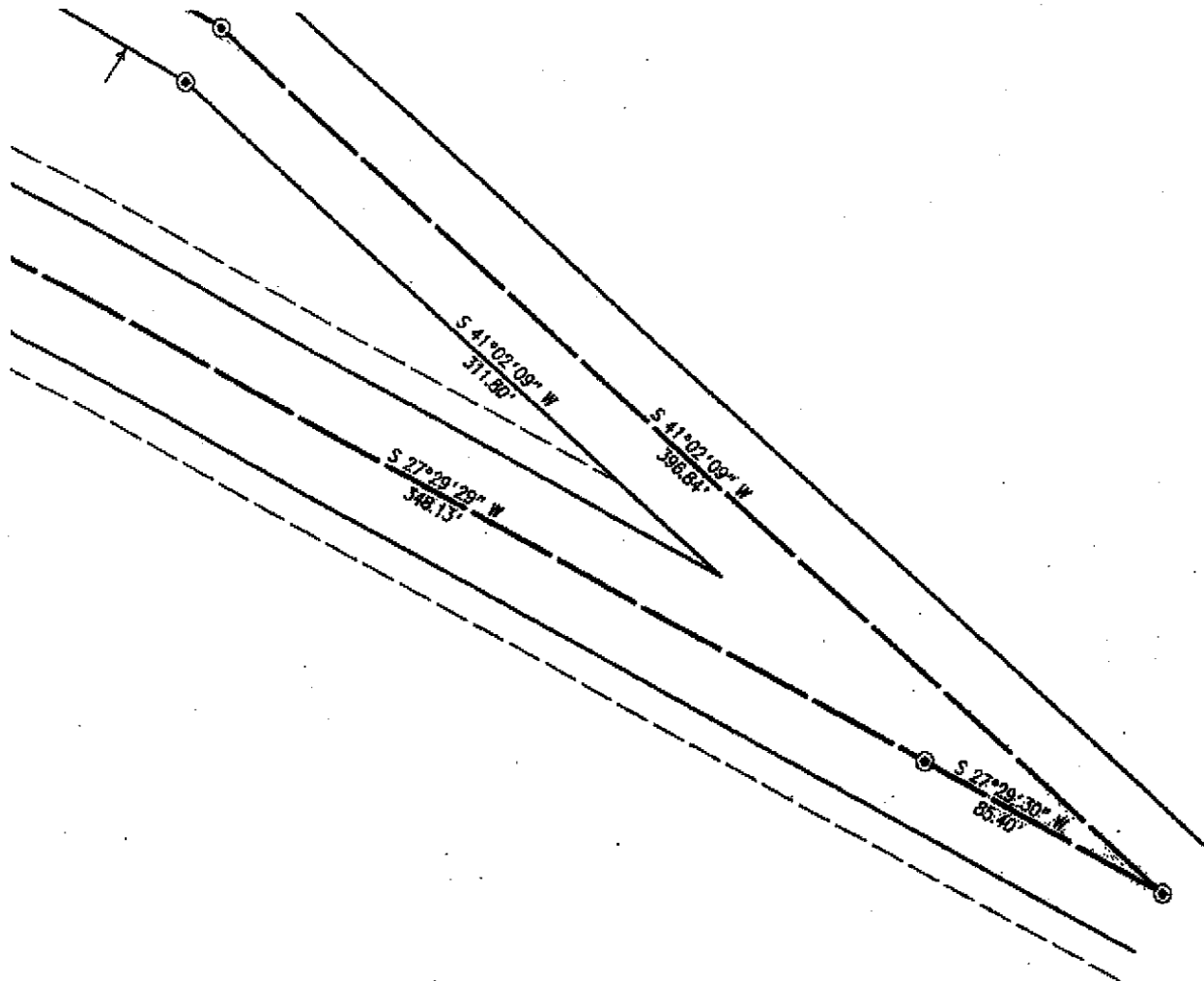
THENCE North 35° 18' 31" West 62.98 feet;

THENCE North 00° 34' 05" East 389.26 feet to the POINT OF BEGINNING.



7/21/08

EXHIBIT B PAGE 1 OF 4



EASEMENT NOTES

#1) 30.00' ACCESS AND UTILITY EASEMENT TO BE SHARED BY LOTS 12 AND 13 IS GRANTED WITH THIS PLAT.

#2) 30.00' ACCESS AND STORMWATER FACILITY EASEMENT GRANTED TO THE H.O.A. WITH THIS PLAT. THE STORMWATER TREATMENT VAULT LOCATED WITHIN THIS EASEMENT IS OWNED AND MAINTAINED BY THE H.O.A.

EXHIBIT B PAGE 2 OF 4

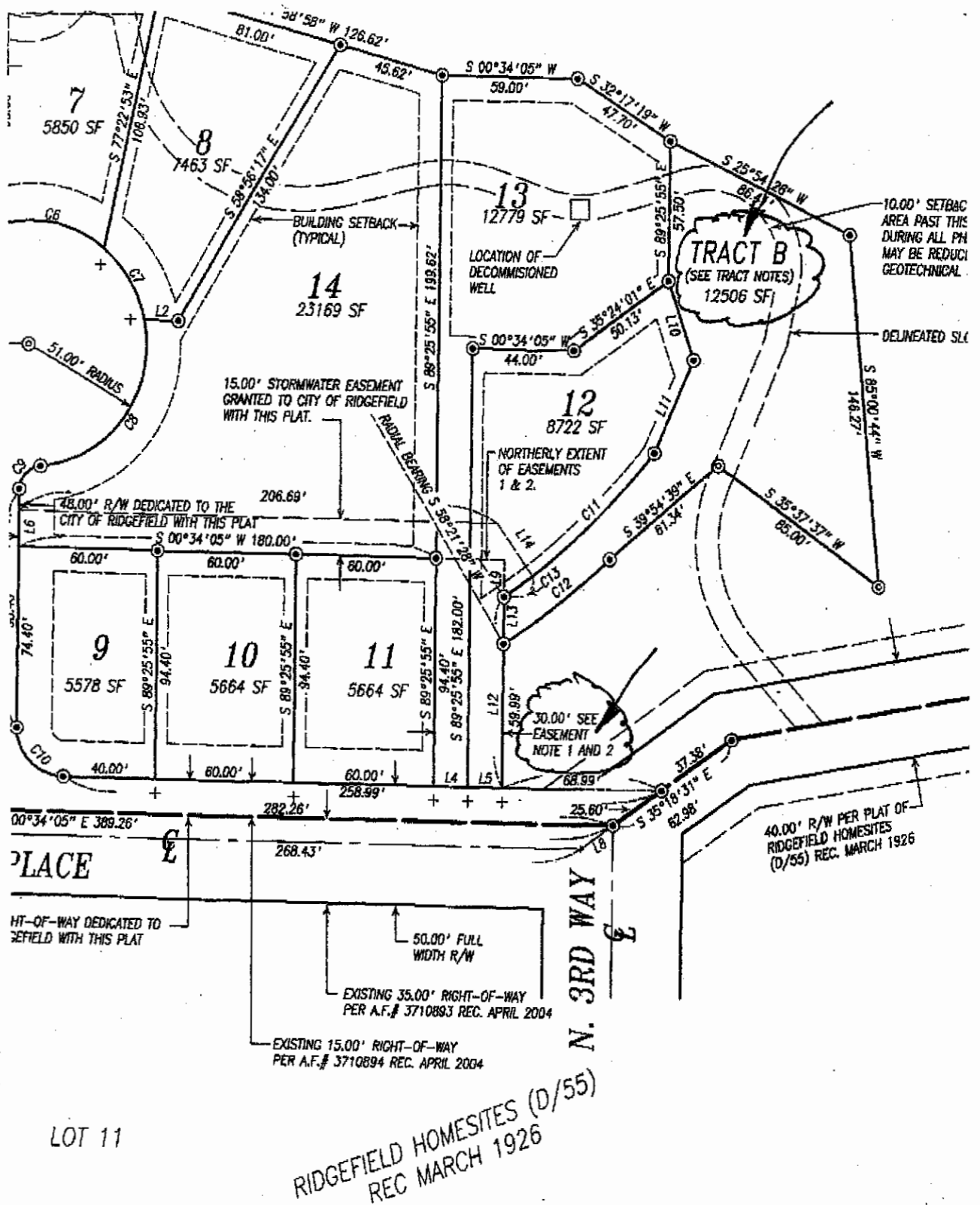
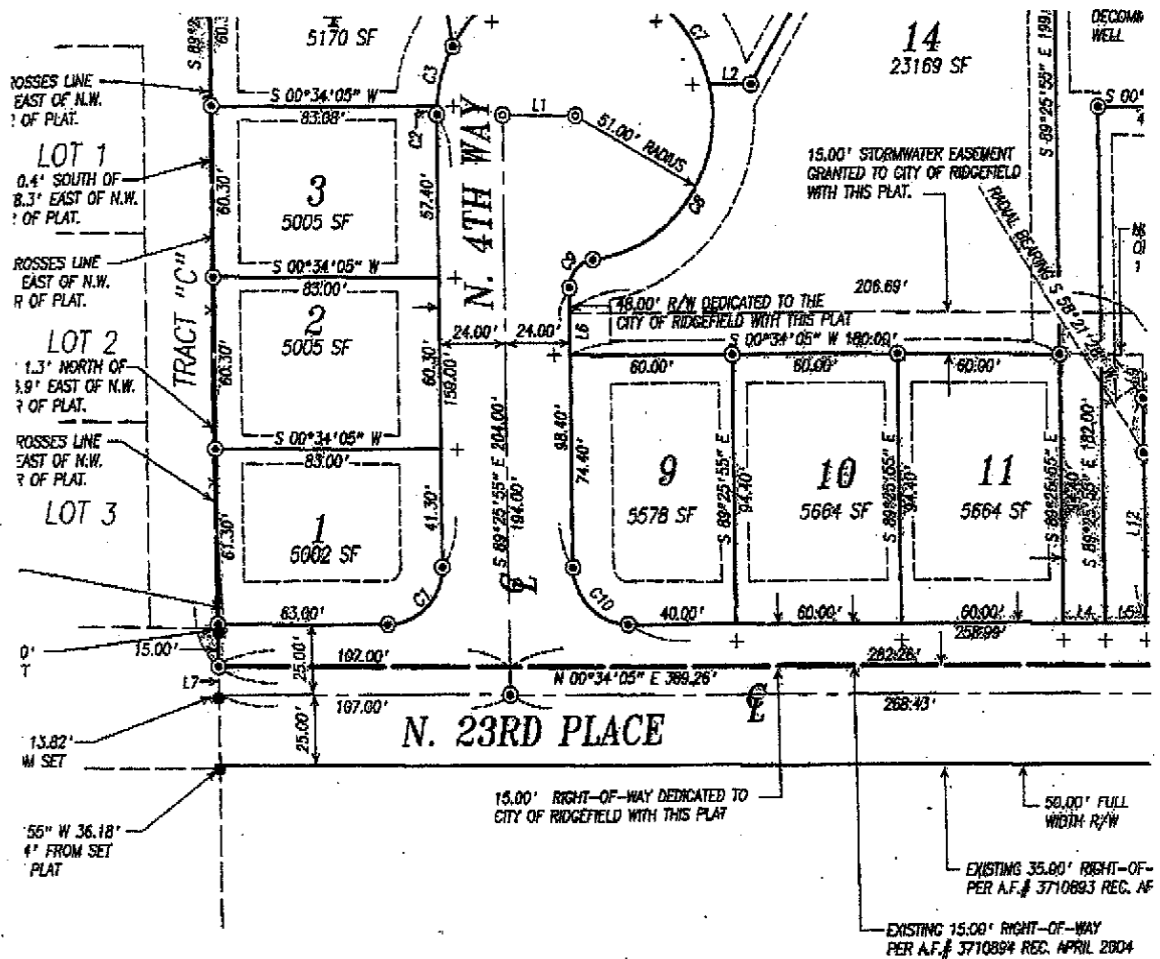


EXHIBIT B PAGE 3 of 4



LOT 11

RIDGEFIELD HOMESITE
REC MARCH 1

TRACT NOTES

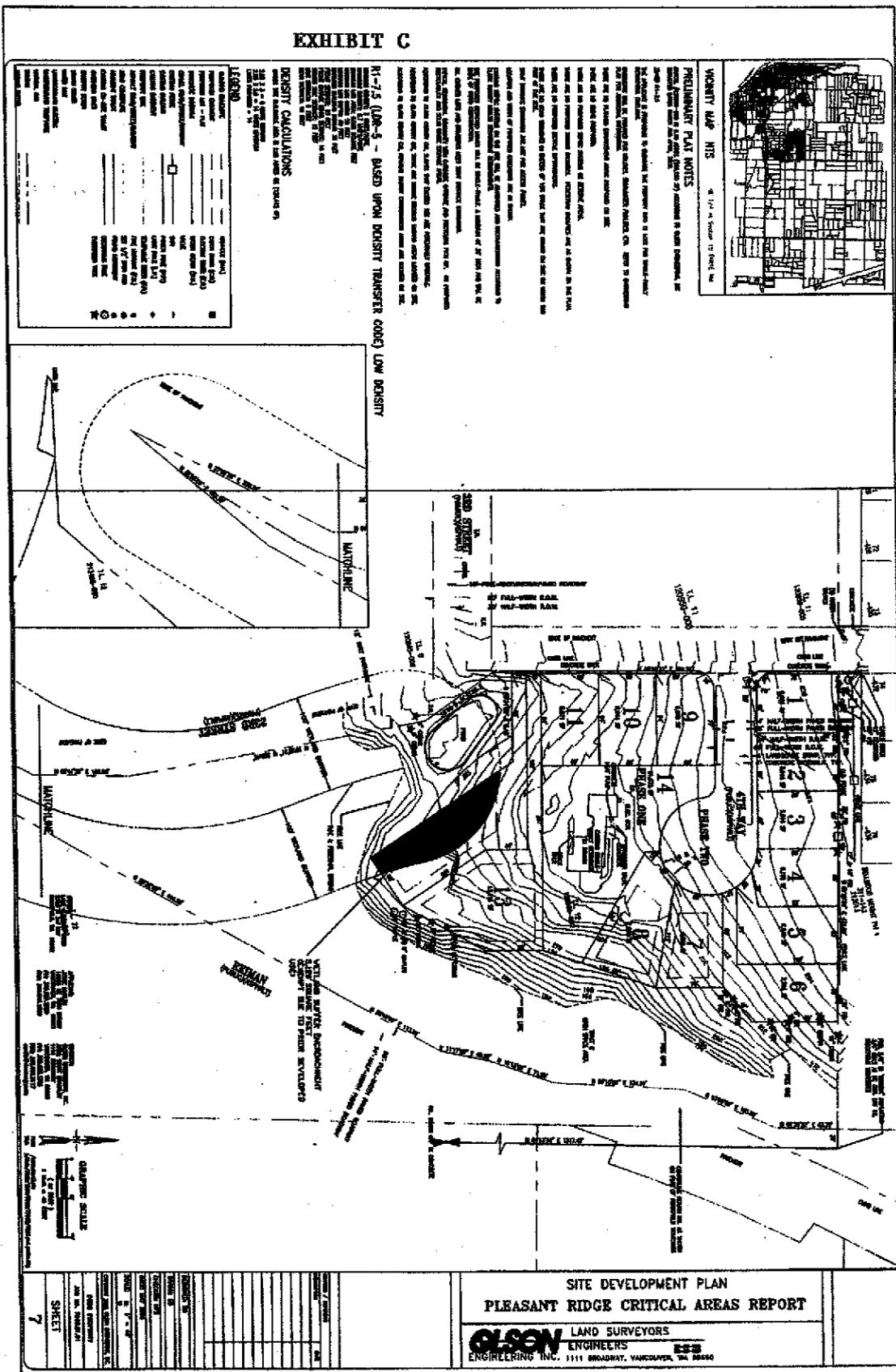
TRACT "A" IS OPEN SPACE AND IS CONVEYED TO THE HOMEOWNER'S ASSOCIATION WITH THIS PLAT. MAINTENANCE WILL BE BY THE HOMEOWNER'S ASSOCIATION AS PROVIDED IN THE RECORDED COVENANTS AND RESTRICTIONS.

TRACT "B" CONTAINS A STORMWATER TREATMENT FACILITY AND IS CONVEYED TO THE HOMEOWNER'S ASSOCIATION WITH THIS PLAT. MAINTENANCE WILL BE BY THE HOMEOWNER'S ASSOCIATION AS PROVIDED IN THE RECORDED COVENANTS AND RESTRICTIONS.

STORM SEWER NOTE

THE STORM WATER SEWER VAULT LOCATED WITHIN THE RIGHT-OF-WAY ON NORTH 4TH WAY IS TO BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

EXHIBIT C



CERTIFICATION FOR PLATTING

V73460

This is to certify that in connection with the recordation of the plat and dedication of

PLEASANT RIDGE

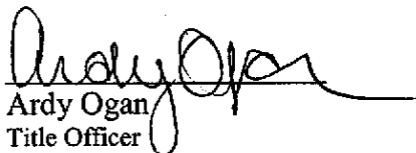
The following list comprises all necessary parties signatory thereto:

Jesse R. Hurley and Linda L. Hurley
Bank of Clark County

This certification does not purport to reflect a full report on condition of title nor nature and extent of interest vested in each of the parties enumerated above, and shall have no force and effect except in fulfilling the purpose for which it was requested.

Dated this 24th day of December, 2008 at 8:00 A.M.

**FIDELITY NATIONAL
TITLE INSURANCE COMPANY**


Ardy Ogan
Title Officer



DOUG LASHER

Clark County Treasurer

PO BOX 5000, Vancouver, Washington 98666-5000

Telephone (360) 397-2252, Fax (360) 397-6042 Web: www.clark.wa.gov/treas

Advance Taxes Collected Plat Certification Letter

DATE: December 31, 2008

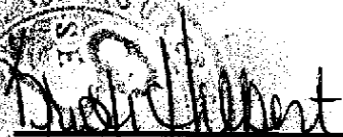
TO WHOM IT MAY CONCERN:

This is to certify that the 2009 ADVANCE Real Property tax in the amount of \$7,959.24 has been paid. We further certify that the current and all prior years taxes and all special assessments have been paid in full on the property described as follows:

Account Nbr(s)	1st Line Legal(s)
1) 120969-000	TO BE PLEASANT RIDGE RIDGEFIELD HMSTS LOT 12 7.08

Platted As: PLEASANT RIDGE

Platted By: JESSE & LINDA HURLEY
16906 NE 78TH STREET
VANCOUVER WA 98682


Deputy Treasurer

TR#: 25513

The original copy of the treasurer's receipt is being held by the Clark County Treasurer, until such time as the current receipt can be issued, and a refund, if any due; can be made. This certification is not valid for 2008 taxes if the plat is not recorded with Clark County Auditor by May 31st of this year, the 2009 Advanced taxes must be paid in order to record this plat.