



3300246
Page: 1 of 19
03/19/2001 03:27P
Clark County, WA

14

AFTER RECORDING MAIL TO:

Name Richard Arrell
Address 10302 NE 85th Circle
City/State Vancouver, Wa 98665

Document Title(s): (or transactions contained therein) A20100906

1. Declaration of Covenants, Conditions and
2. Restrictions of Highland Ridge
- 3.
- 4.



First American Title
Insurance Company

Reference Number(s) of Documents assigned or released:

Book 310 page 863

☐ Additional numbers on page _____ of document

(this space for title company use only)

Grantor(s): (Last name first, then first name and initials)

1. Prestige Data Services Inc. Profit Sharing
- 2.
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Grantee(s): (Last name first, then first name and initials)

1. The Public
2. Highland Ridge Homeowners Association
- 3.
- 4.
5. ☐ Additional names on page _____ of document

Abbreviated Legal Description as follows: (i.e. lot/block/plat or section/township/range/quarter/quarter)

HIGHLAND RIDGE, Map Book 310, Map Page 863

☒ Complete legal description is on page 1 of document

Assessor's Property Tax Parcel / Account Number(s):

186304-000 & 186425-000

WA-1

NOTE: The auditor/recorder will rely on the information on the form. The staff will not read the document to verify the accuracy or completeness of the indexing information provided herein.

**DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS OF
HIGHLAND RIDGE**

This Declaration, to be effective upon its recording in Clark County, Washington is made and executed the 21st day of FEBRUARY 2001 by Prestige Data Services Inc. Profit Share, (PDS Inc. P.S.), Richard Arrell, Trustee.

Declarant is the owner of certain real property in Clark County, Washington, which is more particularly described as Highland Ridge, the plat of which has been recorded with the Clark County Recorder in book 310, page 863 and incorporated herein by this reference.

Declarant has deemed it desirable for the preservation of the value and desirability of real property in the Subdivision to subject the real property in Highland Ridge to the following Covenants, Conditions, Restrictions and Easements, including liens for assessments.

Now, therefore, the Declarant hereby declared that each parcel of real property in the Subdivision, as and when it is separately platted and declared to be a part of Highland Ridge, shall thereafter be sold, conveyed, owned and occupied subject to the provisions of this declaration of Covenants, Conditions, and Restrictions. Each person or entity, upon acceptance of a deed or land sale contract to purchase, covenants and agrees to comply with said provisions of this Declaration and the future Home Owners Association (HOA) to be formed at a later date. Lot 24 shall be exempt from Article 6 Sections 1,7, 9 and 10.

ARTICLE I
DEFINITIONS

- Section 1 **"Declarant"** means PDS Inc. P.S., Richard Arrell, Trustee and any successor or assign thereof specified as a successor Declarant in a written agreement between the parties.
- Section 2 **"Declaration"** means this declaration and any amendments thereto.
- Section 3 **"Living Unit"** means a building or a portion of a building located upon a Lot and intended for separate occupancy and ownership.
- Section 4 **"Lot"** means a unit of land in the Property which is platted for the purpose of constructing thereon one Living Unit.
- Section 5 **"Occupant"** means the occupant of a Living Unit.
- Section 6 **"Owner"** means the legal owner of contract purchaser of any Lot or Living Unit which is part of the Property.
- Section 7 **"Plat"** means the final map, diagram, drawing, replat or other writing containing the descriptions, locations and other information on the Lots in the subdivision.
- Section 8 **"HOA"** means Home Owners Association.
- Section 9 **"Common Areas"** means Tracts A & C. To be used for the benefit of the homeowners of Highland Ridge.

ARTICLE II

NAME

The name by which the community is to be identified is

“Highland Ridge”

ARTICLE III

GENERAL DEVELOPMENT PLAN

Section 1. Construction - Each Owner of a Lot shall have a maximum of 1 year from the date of purchase from Declarant to commence construction of Living Unit.

ARTICLE IV

ARCHITECTURAL CONTROL

Section 1. Architectural Committee - The Declarant shall appoint an Architectural Committee initially consisting of up to three members. The Architectural Committee shall have the authority and duty to regulate the external design, appearance, location and maintenance of any and all improvements on the Property and any landscaping thereon in accordance with provisions of this Declaration. Upon completion of the last Living Unit within the Subdivision, the Declarant shall turn control of the Architectural Committee over to the residents of Highland Ridge and they shall appoint five members from within the Subdivision.

Initially, when Architectural control is turned over to the residents of the Subdivision, 3 members will serve a two year term and 2 members will serve a one year term. Thereafter, all appointed members from the Subdivision will serve a two year term.

The committee will not consider or assume responsibility for the structural integrity, safety features, mechanical operation, or building code compliance of the proposed improvements or structures. General land use requirements and building codes are established by Clark County, Washington and other agencies.

Section 2. Committee Approval Required . No building, fence, wall, patio, deck or other structure or improvement shall be commenced, erected, or maintained upon the Property nor shall any exterior addition to, or change or alteration therein, be made until the plans and specifications have been submitted to and approved in writing by the Architectural Committee pursuant to the procedures outlined in these Covenants, Conditions & Restrictions.

Section 3. Committee Discretion . It is recognized that this document does not contain specific requirements for every situation that may require Committee approval; therefore, the Committee will necessarily exercise discretion in many instances in approving or disapproving of a specific proposal. It is further recognized that a proposal may not meet a specific standard set forth in this manual; therefore, the Committee is authorized, in its sole discretion, to approve a proposal notwithstanding that it may conflict with a standard set forth in this manual.

**3300246**Page: 6 of 19
33/18/2001 03:27P
Clark County, WA

Section 4. Plan Submittal Procedure . All proposals for erection or alteration of any structure or improvement on any Lot must be submitted to the Committee in the form of a Complete Application at least 30 days prior to the start of the proposed action. A Complete Application shall mean submission by the Owner of two copies of finished working drawing and specifications complying with provisions outlined in this document.

Plans must be drawn to scale and consist of: exterior elevation (minimum scale of 1/8" = 1'0" for main elevation and 1/8" = 1'0" for other elevations): plot plan including property lines, easements, structure, driveways, accessory structures, trees to be removed, mechanical equipment, trash receptacles, fences, proposed grading, and any other improvements proposed on the site, (minimum scale 1" = 20') and floor plans indicating square footage of structure (minimum scale 1/8" = 1'0").

The Architectural Committee shall approve or disapprove the proposal within 15 days after receipt of a Complete Application and return one copy of the drawings and specifications marked to indicate approval, or if disapproved, marked or otherwise noted with the cause of such disapproval. The Architectural Committee shall be deemed to have approved the proposal if action has not been taken within 15 days following receipt of Complete Application.

It shall be the Owner's responsibility to apply for and pay all fees for permits and inspections required by the governing authorities and codes.

Section 5. Completion - Approved projects must be completed within six (6) months after issuance of a building permit. Failure to



complete work within the prescribed time may cause the approval to be rescinded and resubmittal will be required. The Committee may grant an extension under extenuating circumstances brought to its attention.

ARTICLE V.

USE RESTRICTIONS AND OBLIGATIONS

Section 1. Property Use - All Lots within the Subdivision shall be residential use with only single family detached structures being allowed as a Living Unit. A maximum of one Living Unit can be constructed on each Lot. No commercial activities of any kind shall be carried on in any portion of the Property except activities relating to the sale of lots or the sale or rental of Living Units, nor shall any goods, equipment, vehicles, materials, or supplies used in connection with any trade, service, or business be kept or stored on any such Lot. This provision, however, shall not be construed so as to prevent or prohibit an Owner from maintaining his professional personal library, keeping his personal business or professional records or accounts, handling his personal business or professional telephone calls, or occasionally conferring with business or professional associates in his Living Unit.

Section 2. Animals - Other than household pets, no animals or fowls shall be raised, kept or permitted within the Property. No animals of any kind shall be kept, bred or raised for commercial purposes. All pets shall be confined to the Owner's Living Unit or Lot and shall not be permitted to run free or otherwise to be or to become a nuisance or source of annoyance to the other owners or occupants.

All owners of pets will abide by municipal sanitary regulations, and leash laws as regulated by the municipal authorities.

Section 3. Vehicles - No trucks (except pickups 1 ton weight or less), house trailer, motor home, camper, boat, motorcycles, motorscooters, or trailer of any type shall be stored or parked on any Lot or street other than temporarily (in no case in excess of 24 hours) and then solely for the purpose of loading or unloading or a service call; provided, however, that each vehicle may be kept within an Owner's enclosed garage or is screened behind front elevation.

No vehicles of any kind shall be parked on any portion of the Property while such vehicles are in the state of disrepair or while being repaired.

Section 4. Signs No signs shall be erected or displayed on any Lot or Living Unit other than one sign no larger than six inches by twenty four inches displaying the name and/or address of the occupant, or one temporary sign no larger than eighteen inches by twenty four inches advertising the Lot or Living Unit for sale or rent, which shall be removed upon the sale or rental of the Lot or Living Unit.

Section 5. Trash Collection & Storage All trash and garbage shall be deposited in closed containers to be picked up by the sanitary service crew with whom the Owner contracts.

Section 6. Antennas and Dishes - There shall be no exposed or exterior radio or television transmission or receiving antennas erected, placed, or maintained on any structure or land in the Subdivision except compact designs under 18" in diameter.

Section 7. Vacant Lots - All vacant Lots and Lots with partially constructed improvements shall be kept clear of any construction debris, and weeds and grass shall be kept mowed and not allowed to grow to a height of more than six (6) inches. Erosion control is the entire responsibility of the builder and/or Lot Owner during construction.

Section 8. Yard Ornamentation - All ornamentation in yards, such as figurines, plastic flowers, colored lights, windmills, bird baths or feeders, shall either be screened from the public or neighboring view or approved by the Committee. This section shall not apply to seasonal holiday decorations which are promptly removed after the holiday or to the display of the flag of the United States of America on National holidays.

Section 9. Owner's Obligation - The Owner of a Lot will be responsible for any necessary grading, drainage, or retaining walls. The declarant shall not be responsible for any of the cost thereof. Each Owner shall maintain the exterior appearance of his Living Unit and Lot in an attractive manner. The Owner of a Lot will be responsible for keeping roadways and adjoining Lots clean and free of debris (and

roadways free of mud) arising from construction activities or maintenance of their Lot.

Section 10. Clotheslines - All clotheslines shall be screened from public or neighboring view.

Section 11. Basketball Hoops - Basketball hoops may not be attached to the structure of a Living Unit and will be held to a noise limitation. Playing of basketball for this purpose should be confined to the hours between 9 a.m. and 7 p.m.

ARTICLE VI

DESIGN GUIDELINES

Section 1. Building Size - Design consideration shall be given to maintain compatibility to the natural setting without dominating the surrounding Living Units and area. Living Units shall be no higher than two (2) stories above the finished grade level with a maximum thirty-four foot (34') ridgeline above the highest finished grade at the Living Unit foundation. Minimum square footage of heated living area for a Single Family Detached Living Unit, excluding garage, enclosed patios or decks, attics and unheated storage areas shall be as follows:

(a) one story: 2,200 square feet; (b) two story: 2,600 square feet or lower at the discretion of the Architectural Committee. A finished bonus room can be counted in the total square footage.

Section 2. Building Sites - All structures shall be constructed within the set-back requirements set by County requirements.

Section 3. Repetition of Living Unit Design - The exterior design of a Living Unit floor plan cannot be repeated any more than two (2) times within the subdivision, and cannot be repeated within three (3) adjacent Lots (excluding street). A Living Unit floor plan can be used more than (two) 2 times within the subdivision if the exterior design is substantially changed. Such substantial change shall include, but does not need to be limited to: roof configuration, siding, window location, window sizes, garage door and front entrance.

Section 4. Drainage - Drainage should comply with those conditions of the plat as required by Clark County. Surface water is to be dealt with within each lot as much as possible and not to create a problem for neighboring lots.

Section 5. Exterior Colors - Semi-transparent or solid stains in moderate hues only are acceptable, and must be approved by the Architectural Committee. The color combination for the body and trim of a Living Unit may not be repeated by any other adjacent Living Unit.

Section 6. Roofs - Roofing materials must be of shake, concrete tile, or a minimum 25 (twenty-five) year manufacturer warranted asphalt composition. All the roof colors must be of moderate hue as approved by the Architectural Committee. An approved list of materials conforming

with these conditions, shall be made available by the Architectural Committee.

Section 7. Garages - Each single family detached Living Unit shall include a garage designed to enclose a minimum of two (2) and a maximum of four (4) vehicles; the structure shall interrelate to others on the Lot in respect to character, material, and finishes; carports will not be permitted and unattached garages will be judged on their merit.

Section 8. Fences - Cyclone-type fences will not be permitted except for the perimeter of the Subdivision, however, this is not construed to prohibit properly screened, either by other fencing or plantings, cyclone-type fencing for domestic pet areas. All fences shall not exceed six (6) feet in height and be constructed principally of wood, stucco, or masonry to maintain the aesthetic quality of the community.

Section 9. Decks - All porch and deck additions, if approved, shall have an appearance consistent with the exterior of the Living Unit. If the posts and supports of decks are more than twelve (12) inches off the ground, they must be screened from view with materials compatible with either deck or landscaping.

Section 10. Exterior Walls - Exterior siding and finish to be compatible with surrounding houses and must be compatible with house designs. Other siding materials will be judged on their merit after review of samples and style. Side and rear elevations shall be of

the same or compatible materials as front elevations. Lap siding or better no T-1-11.

Section 11. Service Areas - Storage or accessory buildings (such as dog houses, tool sheds, firewood, garbage, barbecue type buildings or enclosures), non portable or affixed outdoor furniture such as swings, backstops, picnic tables, barbecues, reasonably screened from public and neighboring view. Storage or accessory structures shall be constructed of the same materials and be of the same design as the Living Unit. Above ground pools are prohibited.

Section 12. Landscaping Requirements - The front yard landscaping of each Lot and the side yard landscaping of each corner Lot must be completed within three (3) months from the date of completion of the Living Unit constructed thereon or prior to occupancy, whichever event shall first occur. In the event of undue hardship due to weather conditions or construction scheduling conflicts, this provision may be extended upon written request to the Architectural Control Committee. All rear yard areas must be completed within six (6) months from the date of occupancy of the Living Unit.

All front and rear yard areas shall be planted with any of the following; trees and shrubs, ground cover, conifer trees, deciduous shrubs and trees in lawn areas. Every Living Unit must plant a minimum of three (3) trees with a base height of not less than six (6) feet. All other yard areas shall, at a minimum, be covered with bark mulch or similar material.

Mounding of planting beds and lawn areas will be permitted if graded so as to blend with adjacent property or landscaping. Special care shall be taken to insure proper surface drainage to eliminate casual water pockets, so as not to infringe on neighboring property.

Extensive areas of sparsely planted beds covered with bark dust or similar materials will not be permitted.

Owners are required to give these requirements to their landscape designer, architect and/or contractor prior to implementation of the work to facilitate and insure compliance and that it is landscaped in a manner that is harmonic and compatible with the overall landscaping policy as noted herein.

Each Owner shall maintain the landscaping and yard areas in an attractive appearance and free from insects and diseases; each Owner shall provide for the timely replacement of lost plant life and bark dust, and trimming and pruning of plant material to prevent an overgrown look. Hedges must be kept trimmed and not exceed six (6) feet in height.

Section 13. Mailboxes - Shall be provided by the US Postal Service in group locations of their designations.

Section 14. Builders - No dwelling on Lot shall be constructed except by a builder licensed as a general building contractor by the State of Washington, who performs his services under a general contractor's bond as required by the State. No unlicensed or un-bonded person shall be responsible for the actual construction of a dwelling, and it shall not be an exception to the licensed, bonded, builder requirement that the Owner is doing the work or is responsible for the construction of the dwelling.



3300246

Page: 15 of 19

03/19/2001 03:27P

26.00 Clark County, WA

FIRST AMERICAN TITLE

CCR

Section 15. Climate Control - Placement of heat pump and condenser units shall provide visual screening and noise attenuation to the neighboring Living Units and Public Areas. Use of solar heating systems is acceptable providing that the panels or collectors are integrated into the structure with regard to the overall appearance and design. Window mounted, through the wall, or roof mounted mechanical units are not allowed.

Section 16. House Numbers House numbers must be clearly readable from the street, not so large as to be out of proportion to the structure, and compatible with the overall design of the structure.

Section 17. Exterior Lighting - Type and placement of exterior lighting devices must be approved by the Architectural Committee. The concern is to eliminate glare and annoyance to adjacent property Owners and passersby.

Section 18. Tree Removal No trees of four (4) inches in diameter or more shall be removed from a Lot without prior written approval of the Architectural Review Committee.

Section 19. Deck & Patio Covers All covers for decks and patios must be of complimentary design and be constructed of the same materials as Living Unit. Designs incorporating solid roofing must have a minimum roof pitch of four in twelve. Covers of metal and plastic sheathing are prohibited.

Section 20. Windows - Windows shall be of design and color complementary to the exterior of the Living Unit. Window frames of mill finish aluminum will not be allowed.

ARTICLE VII.

DECLARANT'S RIGHTS

Section 1. Project Signs - Declarant reserves the right to locate and maintain on the property a sign or signs with a description of Highland Ridge and sales information. Such projects shall not exceed eight (8) feet by twelve (12) feet and shall be removed by the Declarant after the last Lot has been sold and closed.

Section 2. "For Sale" Signs - The Declarant may maintain a "For Sale" sign on each Lot or Living Unit owned by the Declarant on the Property. Declarant may assign this right to other developers of Lots or Living Units on the Property.

ARTICLE VIII.

GENERAL PROVISIONS

Section 1. Enforcement - The Declarant or any Owner or Owners of Lots shall have the right to enforce, by any proceeding at law, or in equity, all covenants, conditions and restrictions now or hereafter imposed by the provisions of this Declaration. The failure on the part of any of said parties affected by this Declaration at any time to

enforce any of the provisions herein shall in no event be deemed a waiver thereof, of the right to do so thereafter.

Section 2. Severability - Invalidation of any one of these covenants or restriction by judgment or Court order shall in no way invalidate any other provisions of this Declaration, which shall remain in full force and effect.

Section 3. Terms - The provision outlined in this Declaration shall apply to all units in Highland Ridge and shall be binding on all Lot Owners, their heirs, their successors, or assigns for a period of thirty (30) years from the date this Declaration is recorded, thereafter, they shall automatically be extended for successive periods of ten (10) years.

Section 4. Amendments This Declaration, with the exception of provisions specifically stating the rights of the Declarant may be amended by an instrument signed by not less than seventy-five percent (75%) of the Lot Owners within Highland Ridge. Any amendments must be recorded with Clark County Recorder's Office.

Section 5. Easements - The owners of Lot 24 hereby give a continuing easement to the homeowners of Highland Ridge for the maintainance of the brick and wrought iron monument next to NE 36th Place and the intersecting lot line with Lot 23.

Section 6. Tract A & C - The lot owners agree to accept the common areas on the plat known as Tract A & C by "Quit Claim Deed" and to assume the responsibility for maintainance, taxes, insurance, etc. that are necessary with the ownership of the common areas.

Declarant:

Richard Arrell, Trustee
Richard Arrell, Trustee, Prestige
Data Services Inc. Profit Sharing