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COMMUNITY ASSOCIATION
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Amendment
Island County Washington



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Document Title(s) (or transactions contained therein): 1. COVENANTS OF RIDGEVIEW ESTATES COMMUNITY ASSOCIATION 2.
Reference Number(s) – (recording number of document being assigned, released, re-recorded, etc.) 4446070
Grantor – (seller, assignor, signator) 1. RIDGEVIEW ESTATES COMMUNITY ASSOCIATION 2. 3.
Additional names on page ____ of document.
Grantee – (buyer, assignee, notice given to) 1. PUBLIC 2. 3.
Additional names on page ____ of document.
Legal Description – Abbreviated: i.e. lot/block/plat or section/township/range & quarter/quarter
See page ____ for full legal.
Assessor's Tax Parcel Number
Additional parcel numbers on page ____.
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COVENANTS OF RIDGEVIEW ESTATES

**Ridgeview Estates
Community Association**



**COVENANTS
OF
RIDGEVIEW ESTATES
COMMUNITY ASSOCIATION**

**17 December 2021
Incorporating all Amendments**

Incorporating:

Amendment 9 May 2018- Commercial Logging and Clearcutting

Amendment 17 December 2021- Associate Membership, Road Impingement

As recorded with Island County, WA

Pages 1 to 10

COVENANTS OF RIDGEVIEW ESTATES

WHEREAS the power to enforce said restrictions, covenants, conditions, reservations, easements, liens and charges reside in Ridgeview Estates Community Association, an association organized under the laws of the State of Washington; now, therefore,

DECLARANTS HEREBY DECLARE that the property described on the attached "Schedule A" is and shall be held and conveyed upon and subject to the restrictions, covenants, reservations, easements, liens and charges hereinafter set forth. No property other than that described above shall be deemed subject to this Declaration unless and until specifically made subject thereto. This Declaration is intended to replace any and all covenants and conditions to which said property has heretofore been subjected, and to that end all covenants and conditions heretofore made affecting the property are hereby declared null and void.

SPECIFIC CONDITIONS

1. Architectural Control. No permanent building, manufactured home, mobile home, structure or fence shall be placed or erected on any lot or tract or parcel of said property that does not conform to Island County building regulations and the requirements of the Board of Trustees of Ridgeview Estates Community Association, which is hereinafter called the "Board". No building, manufactured home or mobile home shall be erected, placed, expanded, remodeled, or altered upon any, lot, tract or parcel of the said property until a copy of the construction plans (which shall be retained by the Board), location and specifications and color schemes have been submitted to and approved in writing by the Board prior to the commencement of any such construction work, or in the case of a manufactured or mobile home, until a current photograph of the home, a sketch of its floor plan and the proposed location of the home on the property have been submitted to and approved in writing by the Board prior to the placement of said home on said property. The work of construction of all buildings and structures and improvements shall be prosecuted diligently and continuously from commencement of construction until exteriors of such buildings and structures are completed and painted (including skirting on mobile homes), or otherwise suitably finished and within six months of commencement. All buildings and structures shall be new construction, with the exception of mobile homes, which shall not be older than a FIVE YEAR MODEL.

2. Building, Size Limitations. No dwelling manufactured or mobile home shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one-story open porches and garages, shall be less than 900 square feet. No dwelling shall exceed a maximum height of 24 feet from the original grade without written approval from the Board.

3. Dwelling Limitations. Only one dwelling is allowed per lot without express written permission of the Board. "Mother-In-Law" units, as defined by Island County Planning Department regulations, may be approved by the Board upon written request by the lot owner. A dwelling may be sub-let while the owner is out of the area without approval of the Board, however construction of a dwelling for the exclusive purpose of creating a "Rental Unit" as defined by the Uniform Commercial Code of Washington, is expressly prohibited.

COVENANTS OF RIDGEVIEW ESTATES

4. Minimum Lot Size. No lot, tract or parcel shall be subdivided into a lot, tract or parcel of less than 5 acres in size.

5. Building Location. Since the tracts in Ridgeview Estates are of approximately five acres in size, all buildings shall be placed at least 150 feet from the centerline of any road easement as shown on the map of Ridgeview Estates. Further, all buildings of a permanent or temporary nature shall be screened from all roads and highways by the use of existing topography, trees or plantings so that they are hidden (or at least are unobtrusive) from the road easements and state highways. No building is to be placed closer than 30 feet from the side or rear boundary lines. On those tracts on which there is more than one road easement, buildings shall be set back at least 150' feet from each road easement. The front of any tract is defined as that which fronts on a road easement. However, the Board may reduce the amount of any setbacks required if the topography of the land requires it.

6. Cuts and Fills and Utility Sewerage and Drainage Easements. The right is reserved by the Board to construct and maintain public or private utilities on the streets and roads and along the lot lines of the lots, tracts or parcels either above or below ground and to make all necessary slopes for, cuts or fills upon the lots as required in the original grading of said streets or roads, together with the right to drain the streets or roads over or across any lot or lots, tracts or parcels where water may take a natural course; and declarants further reserve perpetual easement under, over and across the rear, front and side five feet of each lot, tract or parcel for the purpose of placing, laying, erecting, constructing, maintaining and operation or of authorizing the placement, laying, erection, construction, maintenance and operation of utilities and sewerage and drainage systems. No change in the natural drainage shall be made by any lot owner without prior approval from the Board. The right is reserved to enter upon the easements mentioned above to trim trees where necessary for the installation and maintenance of overhead utilities which right may be exercised by the power company, the telephone company and other agencies responsible for the maintenance of overhead utilities.

7. Nuisances. No noxious or offensive activity shall be carried on upon any of the said property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. Habitation of Temporary Structures. No structure of a temporary character, basement, tent, garage, camp trailer, or any other outbuilding shall be used on any lot at any time as a permanent or seasonal residence or dwelling for a period exceeding six months, except under a temporary written permit which may be granted, upon specific time limitations of such use, at the discretion of the Board.

9. Signs. No sign of any kind shall be displayed to the public view on any lot, excluding "for sale signs without written approval of the Board.

10. Livestock. Farm animals and other household pets may be kept in areas designated by the Board provided they are not kept, bred or maintained for any commercial purpose and that Island County codes are followed.

COVENANTS OF RIDGEVIEW ESTATES

11. Refuse. No lot shall be used or maintained as a dumping ground for rubbish, refuse or garbage. Garbage or other waste shall not be kept excepting in sanitary containers in a location approved by the Board. All storage and disposal of such materials, including vehicles shall be in compliance with Island County codes.

12. Unkempt Lots. The Association shall have the right at all times, but shall not be under obligation, to enter upon all lots, tracts, or parcels of said property to care for, cut the grass upon and destroy or remove weeds and rubbish from any such lot, tract or parcel, if the owner thereof shall not have corrected any such condition within 90 days after reasonable notice, for the purpose of pollution prevention and maintaining an attractive overall appearance for said property, and to charge the owners of said lot, tract or parcel the actual cost plus ten percent for services rendered in alleviating any such unsightly or polluting condition, which charge shall constitute a lien against the property enforceable as provided in the case of dues and assessments.

12a. Road Impingement. Members, Associate Members and Road Users shall not allow vegetation or any other object on their property to impinge upon Community maintained roads. Road impingement is considered any vegetation or object that does not allow a clear path from the ground to a height of a road legal vehicle within four feet of the edge of a community maintained road where able. If a Member, Associate Member or Road User fails to maintain this clear path, procedures from paragraph 12, Unkempt Lots, of the Specific Condition contained herein may be used to remedy the situation.

13. Sewerage Systems. No individual sewage disposal system shall be permitted on any lot or upon any of the said property unless the system is designed, located, constructed and maintained in accordance with the requirements, standards and recommendations of the Island County Public Health authorities.

14. Membership. The owner of each lot, parcel or tract of the said property shall be a member of the Ridgeview Estates Community Association. Each member shall be entitled to one vote for each tract or lot owned. One vote per tract.

14a. Associate Membership. The owner of each lot, parcel or tract of property that are not subject to these Covenants but uses and pays full fees and charges for Community road, water and administrative costs shall be designated an Associate Member of the Ridgeview Estates Community Association. Each Associate member shall be entitled to one vote for each tract or lot owned. They may not vote on issues relating to Specific and General Conditions in these Covenants applying to Members only. One vote per tract. Associate Members may be elected to the Board of Directors and may serve in officer positions.

14b. Road or Water System User. The owner of each lot, parcel or tract that use the Community road or water system and pay full fees and charges for that system shall be designated a Road or Water User. Each Road or Water User shall be entitled to one vote for each tract or lot owned for measures relating to that system. One vote per tract.

15. Dues and Assessments. Dues and assessments will be established by the Board and approved by the membership as established in the By-Laws. Dues and Assessments will be charged to each

COVENANTS OF RIDGEVIEW ESTATES

lot or tract owner for the purpose of maintaining roads and the community Water System. Dues and Assessments will be considered delinquent 90 days after billing and may bear interest at the rate of 12% per annum. Upon becoming delinquent, such assessments shall constitute a lien upon the property against which the same was levied, and the Board may file within 120 days after said delinquency a "statement of charges due" in the office of the County Clerk of Island County. A release of said lien may be filed by the Board upon payment in full of said assessments with interest and costs, disbursements and attorney's fees incurred by the Board. Said lien may be enforced by the Board as may any lien on real property under the law; and if said lien is foreclosed, the lot owner shall be liable for the costs and disbursements, including reasonable attorney's fees, of the Board herein, all of which costs, disbursements and fees shall be secured by such lien. The purchasers of lots within the said property, by the acceptance of deeds therefor, of any of said property or by the signing of contracts to purchase the same, shall become personally obligated to pay such dues, including interest, upon the lot or lots purchased or agreed to be purchased by them and shall be subject to the enforcement provisions outlined above.

16. Roads, Entrance ways and Access to Property. Roads will be 30 feet across with a five foot easement along each side for utilities. There will be one and only one entrance way per lot or tract. All entrances shall meet Island County Specifications.

17. Logging and Clear Cutting. Property owners in the Association shall not commercially log nor clear cut their property. This does not preclude removing trees to clear a building site or maintain a view as long as the requirements for screening are maintained as outlined in paragraph 5 of Specific Conditions of Covenants of Ridgeview Estates.

DEFINITIONS

Whenever used in this Declaration, the following terms shall have meaning given them as follows:

1. "Said Property" shall mean all land encompassed within the property described on the attached Schedule "A" (excluding lots 14, 15, 16, 17, 18, 19, 20 and 21) located in Island County, Washington.
2. "Declarants" shall mean those duly elected members of the Board of Trustees of Ridgeview Estates Community Association signatory to this Declaration.
3. "Association" shall mean Ridgeview Estates Community Association, a Washington State Non Profit Community Association.
4. The "Board" shall be established by the Ridgeview Estates Community Association By-Laws as the "Board of Trustees" of Ridgeview Estates Community Association."
5. Habitation Unit or Dwelling shall mean the dwelling or structure approved by the Board for the express purpose of establishing a home or residence for the lot owner.

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6. Commercial activities are deemed to be any activity performed by any lot owner on his or her property for the express purpose of earning a profit. This includes but is not limited to farming, forestry, mining, renting or other activities as defined in the Uniform Commercial Code of Washington.

GENERAL PROVISIONS

1. Term. These covenants and restrictions are to run with the land and shall be binding on all parties and persons claiming under them for a period of 25 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then land owners of all lots within the said property has been recorded, agreeing to extinguish or change said covenants and restrictions in whole or part.

2. Inspection. Authorized representatives of the Association are hereby authorized to inspect any or all of said property at reasonable times for the purpose of aiding in the enforcement of these covenants and restrictions. Any inspection requiring entry into a structure shall be made only during daylight hours and upon at least 24 hours' notice to the owner or occupant thereof.

3. Enforcement. The Board is hereby charged with the authority and obligation for the enforcement of the terms of this Declaration. Enforcement may be by proceedings in equity or at law against any person or persons violating or attempting or threatening to violate any of the covenants or restrictions hereof, either to restrain such violation or to recover damages. In the event that the Board fails to take appropriate action for the enforcement of the covenants and restrictions within a reasonable time after a violation or threatened or attempted violation is brought to its attention in writing, any person or persons then owning or purchasing lots within the said property may take such steps in law or in equity as may be necessary for such enforcement. Any damage recovered in such enforcement proceedings whether in law or in equity shall have from his opponents such attorney's fees as the court may deem reasonable.

4. Severability. Invalidation of any of these covenants and restrictions or any part thereof or any application thereof to any person or circumstances by judgment or court order shall in no wise affect any of the other covenants or restrictions or remaining parts thereof nor their application to other persons or circumstances, all of which shall remain in full force and effect.

5. Amendment of Declaration. This Declaration may be amended at any time by the affirmative vote of a two-thirds majority of the voting power of the Members of the Association at any annual meeting or at any special meeting specifically called for that purpose.

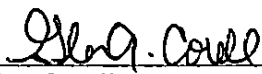
6. Insertion in Deeds. The Board hereby agree to inform any prospective purchaser or lessee of any of the said property of the existence of this Declaration and the covenants and restrictions contained herein, and further agree that in every deed or lease of said property or any portion thereof a clause reasonably identical to the following shall be inserted; "This real property is

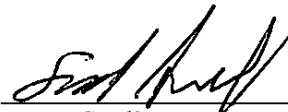
COVENANTS OF RIDGEVIEW ESTATES

subject to the terms and conditions of a Declaration of Covenants and Restrictions dated July 21, 1999 and recorded upon the records of Island County, Washington.

7. Minimum Requirements Only. The restrictions, covenants, conditions, reservations, easements, liens and charges hereinbefore set forth herein are to be construed as minimum requirements only. Each owner or contract purchaser or any other party owning an interest any property subject to these conditions must also comply with the Platting Ordinances and Regulations of Island County, Washington and the Zoning Ordinances and Regulations of Island County, Washington, as well as the restrictions, covenants, conditions, reservations, easements, liens, and charges hereinabove set forth.

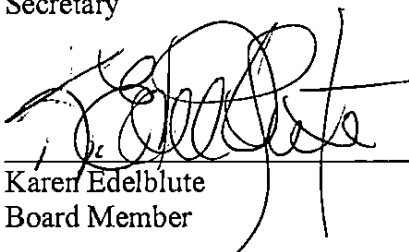
IN WITNESS WHEREOF Declarants have hereunto set their hands and seals this 17th day of December 2021.

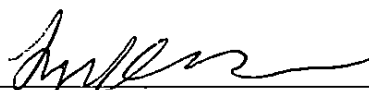

Glen Corell
President

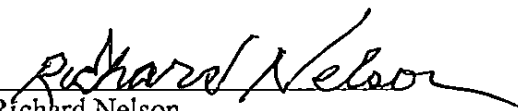

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Board Member


Lynne Kalb-Hunsaker
Board Member


Richard Nelson
Board Member

COVENANTS OF RIDGEVIEW ESTATES

Amendment to the Ridgeview Estates Declaration of Protective Covenants and Restrictions.

1. An easement of 30 feet shall be made off the East side of Tract D, and 30 feet off the west side of Tract E, as well as 30 feet off the South side of tract E, and the 30 foot corner on the Southwest of Tract F for ingress and egress to Mike Corbley's 35 acres previously known as the Pheasant Farm.

2. An easement of 15 feet shall be made off the West side of Tract H, 15 feet off off the East side of Tract G, 15 feet off the South side of Tract G and 15 feet off the North side of Tract P in a small area to make a total easement of 30 feet for ingress and egress to Mike Corbley's 35 acre parcel previously known as the Pheasant Farm.

3. In return, Mike Corbley relinquishes his right to cross Tracts A, B, C and D except for the easement described above. The easement described in items 1 and 2 are for the exclusive right of Mike Corbley to have ingress and egress to his 35 acre parcel previously known as the Pheasant Farm.

4. Water will be furnished to Mike Corbley for \$1,000 for a single residence hookup. Upon subdividing his property, additional hookups will be allowed at the rate of \$750 each providing the additional hookups do not exceed the legal capacity of the Ridgeview Estates Water System or impact the service to existing and future Ridgeview Estates lot owners.

5. No road maintenance is to be charged to Mike Corbley unless he subdivides his property in which case new owners must participate in Road Maintenance.

6. Building is restricted from the North line 100 feet and from the South line 100 feet on Tract E Also 100 feet West 192.55 off the Southwest corner of Tract F.

7. There will be 100 feet natural screening on the South side of Tract E.

8. All easement roads to be constructed and maintained according to the current covenants of Ridgeview Estates.

Date Signed

Mark Klug - President Ridgeview Estates

Mike Corbley - Legal Owner of said 35 Acres

COVENANTS OF RIDGEVIEW ESTATES

TABLE A
Members of Ridgeview Estates Community Association

Member	Tract	Parcel
Yes	4	R22901-230-2400
Yes	12	R22901-235-4950
Yes	25	R32906-250-0950
	20	R32906-295-1250
Yes	22	R32906-230-1650
Yes	23	R32906-240-1500
Yes	11	R22901-235-4600
Yes	24	R32906-250-1200
Yes	M	R32906-185-0800
Yes	J	R22901-170-4750
	Formerly lots 14/15	R32906-295-0400
Yes	9	R22901-207-4000
Yes ☐	19, 21	R32906-325-1200; -295-1250; -265-1250
Yes	N	R32906-185-0980
Yes	1	R22901-230-1450
Yes	A	R22901-170-1450
Yes	5	R22901-235-2800
Yes	B	R22901-170-1800
Yes	C	R22901-170-2100
Yes	G	R22901-175-3650
Yes	Q	R22901-035-3750
Yes	7	R22901-235-3450
Yes	L	R32906-185-0500
	16, 17, 18	R32906-345-1200; -350-0400; -330-0400;
	Formerly lots 14/15	R32906-270-0400
Yes	26	R32906-250-0600
Yes	K	R22901-170-5100
Yes	10	R22901-235-4300
Yes	I	R22901-170-4400
Yes	E	R22901-180-2900

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Member	Tract	Parcel
Yes	O	R32906-170-1550
Yes	H	R22901-150-4050
Yes	P	R22901-100-3750
Yes	F	R22901-170-3300
Yes	6	R22901-235-3100
Yes	3	R22901-230-2100
Yes	D	R22901-170-2400
Yes	8	R22901-235-3800
Yes	2	R22901-230-1800
Yes	13	R32906-250-0200