



FILED FOR RECORD AT REQUEST OF

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**COVENANTS, CONDITIONS, AND RESTRICTIONS
OF
LUNNEBORG RANCH ESTATES**

09/008,4-8

Reference: _____
Grantor: TJH PROPERTIES, LLC
Grantee: Lunneborg Ranch Estates Large Lot Plat
Abbr. Legal Description: PTN SW ¼ 24, 26, 44, EWM
Tax Parcel ID #: 46243.9033

THIS DECLARATION is made by TJH PROPERTIES L.L.C., a Washington Limited Liability Company, ("Declarant"), owner of real property legally described as:

The North half of the Southwest quarter; the North half of the Southeast quarter of the Southwest quarter; the Southwest quarter of the Southwest quarter except the South 700 feet thereof, and; the West 65 feet of the east 312 feet of the West 1248 feet of the South 700 feet of the Southwest quarter of the Southwest quarter except Lincoln Road in Section 24, Township 26 North, Range 44 E.W.M.

Together with an easement for roadway over the following described property:

The West quarter of the Southwest quarter of the Southeast quarter of section 24, and the South half of the Southeast quarter of the Southwest quarter of Section 24, All in Township 26 North, Range 44 East, W.M.; as a means of egress and ingress to the North half of the Southeast quarter of the Southwest quarter of Section 24,

Township 26 North, Range 44 E.W.M.

All subject to items of record; Environmental restrictions; and all situated in the County of Spokane, State of Washington.

TJH PROPERTIES, LLC has received approval of a preliminary plat from the Spokane County Hearing Examiner regarding File No. PE(LL)-1997-07 whereby the above described real property will be platted into 12 individual, 10 acre Tracts with access over a private road and private driveways to Lincoln Road, all substantially as depicted on a photocopy of the preliminary plat approved on January 2, 2008, and attached hereto.

IN ORDER TO PRESERVE THE RURAL ACREAGE ENVIRONMENT, Declarant agrees and covenants that all land and improvements now existing or hereafter constructed thereon will be held, sold, conveyed subject to, and burdened by the following covenants, conditions, restriction, reservations, and limitations, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of such lands for the benefit of all of such lands and that the owners thereof and their heirs, successors, grantees and assigns. This Declaration shall bind all parties having or acquiring any right, title or interest in such lands or any portion thereof and shall inure to the benefit of each Owner thereof and to the benefit of the Declarant, its assignees, and shall otherwise in all respects be regarded as covenants running with the land. These covenants supersede and replace any and all prior covenants affecting the real property.

ARTICLE I MAINTENANCE OF TRACTS, ROADS AND DRAINAGE

Section 1. Maintenance by Each Tract Owner: Each acreage Tract and any Residence and all outbuildings and fencing erected thereon shall be maintained by the Owner in a neat, clean, and sightly condition at all times and shall be kept free of accumulations of litter, junk, containers, equipment, abandoned and inoperable vehicles, building materials, and other debris. All refuse shall be kept in sanitary containers screened from the view of the roads and other Tracts; the containers shall regularly be emptied and the contents disposed of off the Property. No grass cuttings, leaves, limbs, branches, and other debris from vegetation shall be dumped or allowed to accumulate on any part of the Tract, except that a regularly tended domestic compost device or area is permitted. No storage of goods or equipment, tractors, semi-trucks, or any such device is permitted in open view from

any Tract or road. All private roads and driveways serving each Tract shall be kept clear of obstructions, and accessible so as to not impede vehicular and pedestrian traffic in any manner.

Section 2. Road Maintenance: The private road connecting Lunneborg Ranch Estates to the public right of way, Lincoln Road, also connects to the private driveways serving the Tracts of Lunneborg Ranch Estates. The Declarant hereby reserves easements and all rights over upon under and across said private road and the driveways as depicted on the plat referenced herein for common utilities and roadways for the benefit of each Tract owner. The owners of each Tract have authority and the right to use the private road and private driveways connecting with Lincoln Road.

Tract A and the related drainage easements, as shown on the final plat are to be owned and maintained by the Lunneborg Ranch Estates Homeowners Association. The private road and private driveways are to be maintained in first class condition at all times for the benefit of all Tract owners. Snow removal and all road maintenance are to be contracted for and provided on a regular and timely basis to avoid any inconvenience and impediment to ingress and egress over said roads. All charges for the maintenance, repair, improvement, and upkeep of said roads and driveways shall be borne by the owners of Lunneborg Ranch Estates in equal shares. The Lunneborg Ranch Estates Homeowners Association is authorized and directed to establish a maintenance, replacement, and repair budget and assess all Tract Owners for such charges which charges are to be a lien on each Tract Owner's property if not paid as agreed.

Section 3. Drainage maintenance: Ditches, Swales, Culverts, easements, and other drainage management devices have been installed within and outside this Plat as the private road and driveways were improved in accord with Spokane County engineering standards. It is the responsibility of the Lunneborg Ranch Estates Homeowners Association to maintain all such drainage management devices in a first class condition at all times at pro - rata cost to all Lunneborg Ranch Estates Tract owners. The Lunneborg Ranch Estates Homeowners Association is authorized and directed to establish a maintenance replacement and repair, budget and assess all Tract Owners for such charges which charges are to be a lien on each Tract Owner's property if not paid as agreed.

ARTICLE II LAND USE RESTRICTIONS

Section 1. Residential Use – Size: Each and all tracts shall be used solely for one single family dwelling and domestic residential purposes. No residence shall be constructed which exceeds three stories in height, inclusive of basement. Each residence or dwelling unit must have a garage for not less than three (3) cars. Each single story ranch style residence must have a minimum first floor area of 1400 square feet, excluding the garage area. Each 1.5 to 2 story house shall have a minimum of 1200 square feet first floor area excluding the garage area. Mobile homes and manufactured homes are not permitted on any Tract at any time – all dwellings must be constructed on site.

Section 2. No Trade or Business: No trade, business, profession, commercial or manufacturing enterprise or activity (other than a home occupation) shall be conducted on any Tract. Home occupation shall mean carrying on an occupation, profession or craft within a dwelling by the Owner which activity does not affect the rural residential character of the Tract and which is permitted under Spokane County zoning and other ordinances.

Section 3. Quiet Enjoyment/Nuisances: No dwelling unit shall be used in a fashion which interferes with the other Tract owners. No noxious or offensive activity may be conducted on any Tract nor shall anything be done or maintained on any Tract which unreasonably interferes with the right of other Tract Owners. No activity or condition shall be conducted or maintained on any Tract which detracts from the value of all of the Tracts as a whole residential community. No commercial activity, nor business shall be conducted on any Tract.

Section 4. Temporary Structures/Vehicles and Equipment: No structure of a temporary nature, recreational vehicle, camper, travel trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any Tract at any time as a residence. Parking or storage of automobiles, boats, trailers, motorcycles,

snowmobiles trucks, trucks/campers, motor homes, heavy motorized equipment, or automobiles held for restoration, are not permitted, except in enclosed structures out of sight from the public.

Section 5. Signs: No signs, billboards, or other advertising structure or device shall be displayed to the public view on any Lot except one sign not to exceed five (5) square feet in area may be placed on a Lot to offer the property for sale or rent.

Section 6. Animals: Animals may be kept on each Tract for personal domestic use only as allowed by Spokane County ordinances. No animals other than domestic alpaca, horses, llama, dogs, cats, and conventional small household pets may be kept on each Tract. No animals of any kind may be boarded, kept or bred for any commercial purpose. No exotic or wild animals such as imported reptiles, birds, monkeys, cougars, tigers, mink, fox, bears, may be kept on any Tract for any reason. Animals must be controlled by the owners and shall not be allowed to run at large. No animals raised for food production are allowed on any tract. All enclosures must match the color, materials and construction of the residence and must be kept neat and clean, in good repair and odor free at all times.

Section 7. Vehicle and Equipment Maintenance : Maintenance and mechanical work of any nature on vehicles, machinery, and heavy equipment is permitted provided it is conducted within an enclosed building out of sight by neighbors or persons using the private roadways.

ARTICLE III BUILDING RESTRICTIONS

Section 1. Building Materials and cleanup: Except for the use of vinyl siding which is prohibited, all structures and outbuildings constructed on each Tract shall be built of new modern and up to date materials. At all times during construction, the Tract Owner shall see that construction debris is promptly removed from the Tract to avoid the accumulation of debris. Outbuildings may be built with the color, materials and architectural design consistent with the residence.

Section 2. Permits: Any and all construction must meet all applicable and current and building codes, regulations and ordinances.

Section 3. Time of Completion: The exterior of any structure shall be finished within twelve (12) months of the beginning of construction so as to present a neat clean and finished appearance when viewed from any other property or the roads.

Section 4. Lighting: At no time may any Tract Owner install or use sodium vapor lights in, on, or around the Tract. All exterior lighting shall be screened and shielded to minimize the visibility of the light source and to keep the light within the confines of the Owner's Tract.

Section 5. Antennae: Radio, Television, CB, Short Wave, TV, microwave - any antennae for transmission or reception, shall be kept invisible from the roadway or by other property owners, otherwise, such antennae are not permitted on the property. It is the intent of this section to prohibit exterior types of antennae which are not hidden and shielded from view so as to prevent unsightly outward appearance of antennae on every lot.

Section 6. Outbuildings: In addition to a single-family dwelling, the tract owner may place up to two more outbuildings consisting of two of the following: a barn, a detached garage, or guest house, as an accessory structure, on the Tract in support of an existing residence. Said outbuildings are to be a single story and not to exceed 2000 sq. ft. area, constructed with the same building material as the owner's dwelling, designed, trimmed, and painted to match the owner's dwelling. Quonset huts are specifically prohibited.

Section 7. Fencing: Fencing with any kind of wire is prohibited. Vinyl coated cyclone fencing is permitted. Vinyl and painted or stained wood fencing is authorized. All fencing is subject to and may not interfere with private roadways or utility easement areas.

ARTICLE IV GENERAL PROVISIONS

Section 1. Covenants Running with the Land: These covenants are to run with the land and bind all property owners and persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time the covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the individuals then owning Tracts has been recorded which reflects their intent to amend the covenants in whole or in part.

Section 2. Amendment: This Declaration may be amended during the initial thirty (30) year period if 8 of the 12 Tract Owners vote in writing to amend this declaration. Any amendments must be written and refer specifically to this declaration and be filed with the office of the Spokane County Auditor.

Section 3. Enforcement: The Lunneborg Ranch Estates Homeowners Association or any individual Tract Owner shall have the right to enforce, by any legal and equitable proceeding, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by this Declaration. All charges in connection with the provisions herein for private road, driveway and drainage maintenance, repair, and replacement and all reserves therefore shall be a lien against each Tract owner failing to pay as agreed. Said lien shall bear interest at the rate of 12% per annum computed and compounded monthly until paid in full. Said lien may be enforced or foreclosed by a judicial proceeding in the manner of Judicial foreclosure of a deed of trust and the foreclosed Tract Owner shall have no redemption rights at the completion of the judicial foreclosure proceeding.

Section 4. No Warranty by Declarant: Declarant makes no representation nor warranty as to the present or future validity or enforceability of any of the covenants in this declaration. Each owner who acquires an individual tract must assume all risks of the validity and enforceability of these covenants and hereby agrees to hold the Declarant harmless from any claim, or demand of any nature arising out of the invalidity or lack of enforceability of these covenants.

Section 5. Attorney's Fees: In any legal action commenced in order to enforce the provisions of this Declaration, the prevailing party shall be entitled to recover all reasonable attorney's fees, costs of litigation, and expert witness fees incurred in order to enforce the provisions of this Declaration.

Section 6. Severability: The invalidity of any one or more phrases, clauses, sentences, paragraphs or sections hereof shall not affect the remaining portions of this Declaration or any part thereof. In the event that any portion hereof is declared invalid by a court of competent jurisdiction, said court shall reconstruct the meaning of these covenants.

Section 7. Declarant's Work on Tracts: Declarant is in the process of completing its work in connection with the platting and subdivision of the real property including surveying and construction of roads and installation of utilities within the Plat. Declarant's work and the sale of Tracts is essential to the establishment of Lunneborg Ranch Estates. Nothing in this declaration shall be understood or be construed to prevent the Declarant and its contractors and agents from doing on the property or on any Tract whatever is necessary or advisable in connection with the completion of the Declarant's work.

