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07/15/2004 04:44P
Spokane Co. WA

**DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE**

WHEREAS, Douglass Development which is composed of Stacey M. Douglass, Harley C. Douglass, Inc. and Lanzce G. Douglass Inc., is the owner of certain real property situated in the County of Spokane, State of Washington known as Hunters Ridge.

WHEREAS, Hunters Ridge is duly recorded plat; and

WHEREAS, it is the desire of Douglass Development to declare of public record certain Protective Covenants, Conditions, Restrictions and Reservation of Easements be thereby impressed upon the ownership of said land.

NOW THEREFORE, in consideration of the foregoing, Douglass Development do by these presents make, establish, confirm and hereby impress upon Hunters Ridge, an addition to the Spokane County, Washington, recorded 2003 in the Official Plat book, the following Protective Covenants to run with said land, grantees assignees and successors to said covenants for the term hereinafter started as follows:

1. INITIAL DEVELOPMENT

The area covered by these Covenants is the entire area described above.

2. LAND USE AND BUILDING TYPE

No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one or two family dwellings. Two family dwellings shall be built only on those lots designated as R-2 zoning, and shall require an attached or built-in garage or garages to service both dwelling units. Detached garages shall be allowed as specified by county guidelines. Each residence constructed without a garage shall be placed on the lot so as to provide for future construction of a single



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or double attached garage, or a detached garage at rear of lot, providing such garage is situated to conform with Spokane County back and side-yard setback requirements. The plan and/or placement of each garage added by owner after original construction of the residence shall be submitted to the Architectural Control Committee for approval, and said approval shall not be unreasonably denied.

3. DWELLING SIZE

No dwelling shall be permitted with less than the following square feet of living area on any one lot.:

- a. The foundation area of the main structure, shall be not less than 800 square feet for a one story dwelling, a split entry dwelling and a split level dwelling.
- b. The foundation area of a full two story or two and one-half story dwelling shall be not less than 500 square feet on the main floor must be constructed to include a single or double car garage.
- c. The foundation area of two family dwellings shall be not less than a total of 1,600 square feet, to be divided, but not necessarily equally between the two dwelling units.
- d. The dwelling sizes listed herein are minimums, contingent upon the economy, the availability of home financing, and building costs at the time of construction. Each dwelling plan shall be approved or rejected at the sole discretion of the Architectural Control Committee.

4. EXTERIOR FINISH

The exterior of all construction on any lot shall be designed, built, and maintained in such a manner as to blend in with the natural surrounding, existing structures and the general theme of Hunters Ridge. Exterior colors shall be limited to subdued tones. Exterior trim, fences, doors, railings, decks, eaves, gutters, and the exterior finish of garages and other accessory buildings shall be designed, built and maintained to be compatible with the exterior of the structure they adjoin.



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5. **BUILDING LOCATION**

No building shall be located on any lot nearer to the front lot line or nearer to the side street than the minimum building setback lines shown on the recorded plat.

6. **CONDITIONS OF CONSTRUCTION**

No building shall be erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the location of the structure have been approved by the Architectural Control Committee as to amount of floor area, quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation.

7. **COMPLETION TIME OF CONSTRUCTION**

Any dwelling or structure erected or placed on any lot in this subdivision shall be completed as to external appearance, including finish painting, within nine (9) months from date of start of construction except for reasons beyond control in which case a longer period may be permitted. The owner of each residential lot shall, within 6 months after occupying the dwelling, landscape the front and side yards in a manner acceptable with Architectural Control Committee.

8. **SALES AND CONSTRUCTION OFFICE**

The real estate sales agent may temporarily place a mobile home on the development to be used as combination sales office and construction office; and said mobile home may be moved from time to time to follow the activity on construction. Also, at the option of the developer a construction material storage yard may be temporarily erected on development and a security guard stationed



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in said yard to protect the contents and homes in the development from theft and vandalism.

9. **FENCES, WALLS AND HEDGES**

Fences shall be constructed so as the fence posts and connecting framework are of a decorative nature to cause the exterior side to be of equal or greater beauty than the side of the fence facing the inside of the lot of the homeowner who constructs the fence. No fence shall be constructed of wire unless approved by the A.C.C. Chain link fences with sight obscuring slats shall be allowed. All fences must be well maintained.

10. **SIGHT DISTANCE AT INTERSECTIONS**

No fence, wall hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The sight line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

11. **NUISANCES**

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.

12. **LIVESTOCK AND POULTRY**

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. No dog or cat shall be allowed to roam freely. All must be either kenneled or on a leash.



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13. **GARBAGE AND REFUSE DISPOSAL SERVICE ACTIVITIES & ANTENNAS**

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 container. All containers or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and out of sight from the street except when placed at curb on a day of garbage pickup. Clothes lines and other service facilities shall not be allowed in front yard or in sight from the street.

Television antennas shall not be permitted that needlessly exceed a height essential for good reception in Eagle Valley Addition. "Tower" type antennas used by "HAM" radio operators shall not be permitted except through specific permission of the Architectural Control Committee. This includes CB antennas. Any satellite dishes must be in back yard and may not extend above the top of the home.

14. **PARKING OF BOATS, TRAILERS, ETC.**

Parking of boats, trailers, trucks, truck campers and like equipment shall not be allowed in the front yard or driveway of any lot, nor on the public street adjacent thereto; but must be parked within the confines of an enclosed garage, storage port, or, if outside, in no event project beyond the front walls of any dwelling or garage, or if any of the above referred to vehicles are parked in the rear of a corner lot, they shall not project beyond the side walls of any dwelling or garage adjoining the side street. If vehicle is in back yard of a corner lot the back yard shall be enclosed by a 6 foot sight obscuring fence. No homeowner of any lot shall permit any vehicle owned by him or any member of his family or by any acquaintance which in an extreme state of disrepair to be abandoned or to remain parked upon his lot or upon any street within Hunters Ridge, for a period in excess of twenty-four (24) hours. A vehicle shall be deemed to be in an extreme state of disrepair when, in the opinion of the Architectural Control Committee, it's presence offends the reasonable sensibilities of the occupants of Hunters Ridge. The



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Spokane - Lw. 18

Committee may grant exceptions to any provisions of this section for periods of not more than 14 days when requested by a lot owner, which exception may not be renewed. No car with for sale signs shall be allowed on any street. Each home owner shall not have more than 2 cars visible from the street for any period longer than 24 hours.

15. SIGNS

No signs shall be erected on any lot except that not more than one "For Sale" or "For Rent" sign placed by the Owner, the Declarant or by a licensed real estate agent, not exceeding six (6) square feet, may be temporarily displayed on any lot. This restriction shall not prohibit the temporary displayed "political" sign on any lot by the owner, or the placement of promotion, identification and direction signs by the Developer, which must comply with the County of Spokane Sign Ordinances.

16. LANDSCAPE

Landscaping is required within 6 months year after occupancy except for homes closing between September 1 and December 31, these homes shall have until June 30th to complete the front and side yard landscaping. Said landscaping shall be done in a good and workman like manner. Said landscaping shall require swale areas to be grassed. Seeding or sodding of the swale areas shall be provided by the owner of said lot at the time of occupancy as set forth above.

17. ARCHTECTORAL CONTROL COMMITTEE

The Architectural Control Committee is composed of:

**Stacey M. Douglass E 815 Rosewood, Spokane, WA 99208
Harley C. Douglass 8510 N Crestline Ste A, Spokane, WA 99217
Lanzce G. Douglass 8510 N Crestline, Spokane, WA 99217**

The Architectural Control Committee shall consist of as many persons as Douglass Development may from time to time appoint, however the appointed members shall have an equal vote in carrying out the performances of these covenants. Any one member of the Committee shall have the power to act on behalf of the Committee without the necessary meeting and without the necessity of consulting the remaining members of the Committee.



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Douglass Development may remove any appointed member of the committee from office at any time and may appoint new or additional members at any time. Neither Douglass Development, members of the Committee nor any designated member or members shall be entitled to any compensation for services performed pursuant to this covenant. Douglass Development shall keep on file at 8510 N Crestline Ste A, Spokane, WA 99217 a list of names and addresses of members of the Committee. The powers and duties of the Committee shall cease one year, or prior, at the sole discretion of Douglass Development after completion of construction of all single family dwellings and duplexes and the sale of said dwelling to the initial owner/occupant on all the building sites within Hunters Ridge. At such time the powers of the Committee are relinquished by Douglass Development, the then record owners of the lots within Hunters Ridge shall have the power through a duly recorded written instrument to elect their own representatives to the Committee to enforce its powers and perform its duties.

18. ENTRY MAINTENANCE

Douglass Development shall maintain the entry statement along with it's landscaping until all lots in the development are built on. At that time Douglass Development shall not maintain the entry statement and this obligation shall become that of the homeowners in the development.

19. METHOD OF APPROVAL

The Committee's approval or disapproval as required in these covenants shall be in writing. All plans and specifications for approval of the Architectural Control Committee must be submitted to a member at 8510 N Crestline Ste A, Spokane, WA at least ten days prior to the proposed construction. In the event the Committee or its designated representative failed to approve or disapprove within 30 days after the plans and specifications have been submitted to it, or in any event, if not suit to enjoin the construction has been commenced prior to the completion thereof, approval will be required and the related covenants shall be deemed to have been fully complied with.



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20. Neither the Committee nor any member thereof shall be liable to any owner, occupant, builder or Declarant for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member there-of, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

21. **TERMS & AMENDMENTS**

These covenants are to run with the land and shall be binding on all parties and all people owning property under them for a period of twenty (20) 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 a majority of the then-owners of the lots has been recorded, agreeing to change said covenants in whole or in part. This Declarant may be amended at any time by an instrument signed by not less than 70% of the lot owners by amendment must be recorded.

22. **ENFORCEMENT**

Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

23. **SEVERABILITY**

Invalidation of any one of these covenants by judgment or court order in no way effect any of the other provisions which shall remain in full force and effect.



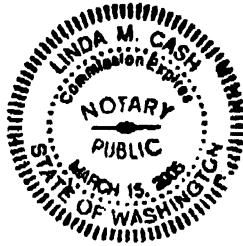
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In witness whereof, the undersigned, being the Declarant, herein, has hereunto
set is hand this 12 day of December, 2003

Stacey M. Douglass

Stacey M. Douglass

Lanzce G. Douglass, Inc.



Lanzce G. Douglass

pres.

FOR OWNERS R106E COVENANTS

Harley C Douglass, Inc.

Harley C Douglass

State of Washington
County of Spokane
2003

In witness whereof, said corporation has caused this instrument to be executed by its corporatn
seal to be hereunto affixed this

_____ day of _____, 2003.

Before Me:

My Commission Expires _____

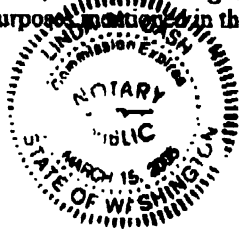
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Harley C Douglass, Inc
8510 N Crestline Suite A
Spokane, WA 99217



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STATE OF WASHINGTON)
)ss.
County of Spokane)

I hereby certify that I know or have satisfactory evidence that **LANZCE G. DOUGLASS** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the **President of Lanzce G. Douglass, Inc.**, and acknowledged it to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.

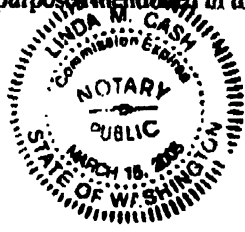


DATED December 12, 2003
[Signature]

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires 3/15/2005

STATE OF WASHINGTON)
)ss.
County of Spokane)

I hereby certify that I know or have satisfactory evidence that **HARLEY C. DOUGLASS** is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument as the **President of Harley C. Douglass, Inc.**, and acknowledged it to be the free and voluntary act of said corporation for the uses and purposes mentioned in the instrument.



DATED December 12, 2003
[Signature]

Notary Public in and for the State of
Washington, residing at Spokane
My commission expires 3/15/2005

STATE OF WASHINGTON)
)ss.
County of Spokane)

On this day personally appeared before me **STACEY M. DOUGLASS-BOIES**, to me known to be the individual(s) who signed this instrument, and acknowledged it to be his/her/their free and voluntary act for the uses and purposes mentioned in the instrument.



DATED December 12, 2003
[Signature]

Notary Public in and for the State of
Washington, residing at Spokane
My appointment expires 3/15/2005



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Legal Description

The plat of HUNTER'S RIDGE as recorded in Volume 26 of Plats, pages 8, 83 and 94, records of Spokane County.



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 Spokane Co, WA

After Recording Return To:
 Harley C Douglass, Inc.
 8510 N Crestline, Ste A
 Spokane, WA 99217

HUNTERS RIDGE
 PROTECTIVE COVENANTS

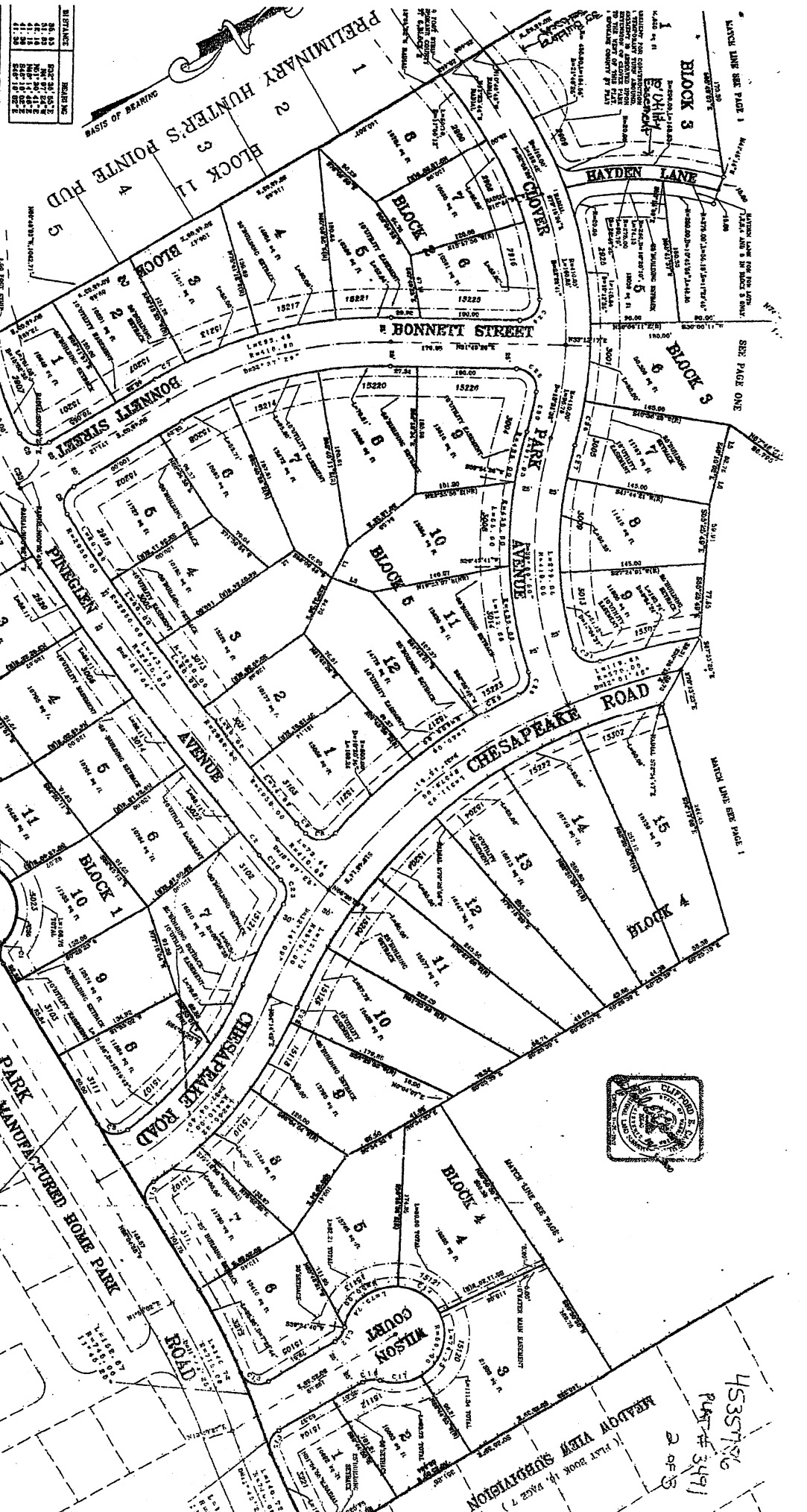
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S-115947

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Hunter's Ridge

AN UNPLATTED PORTION OF:
 THE SW1/4, NW1/4, SEC. 34, T27N, R43E, 36M,
 SPOKANE COUNTY, WASHINGTON

SCALE: 1" = 50'

Cameron & Associates

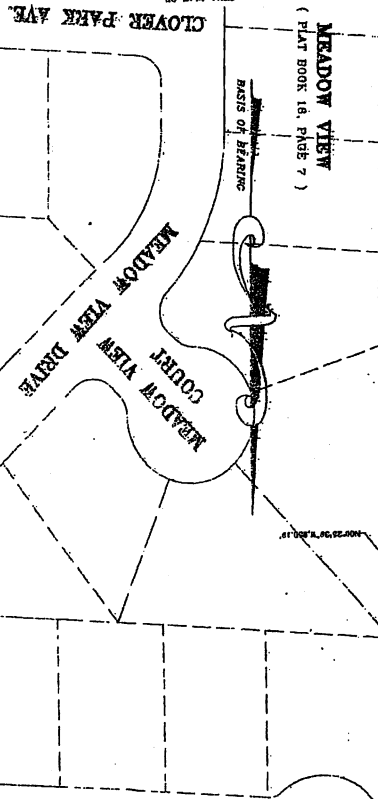
SALE & INVESTMENT OFFICE
 200 N. WASHINGTON
 SPOKANE, WASHINGTON 99201



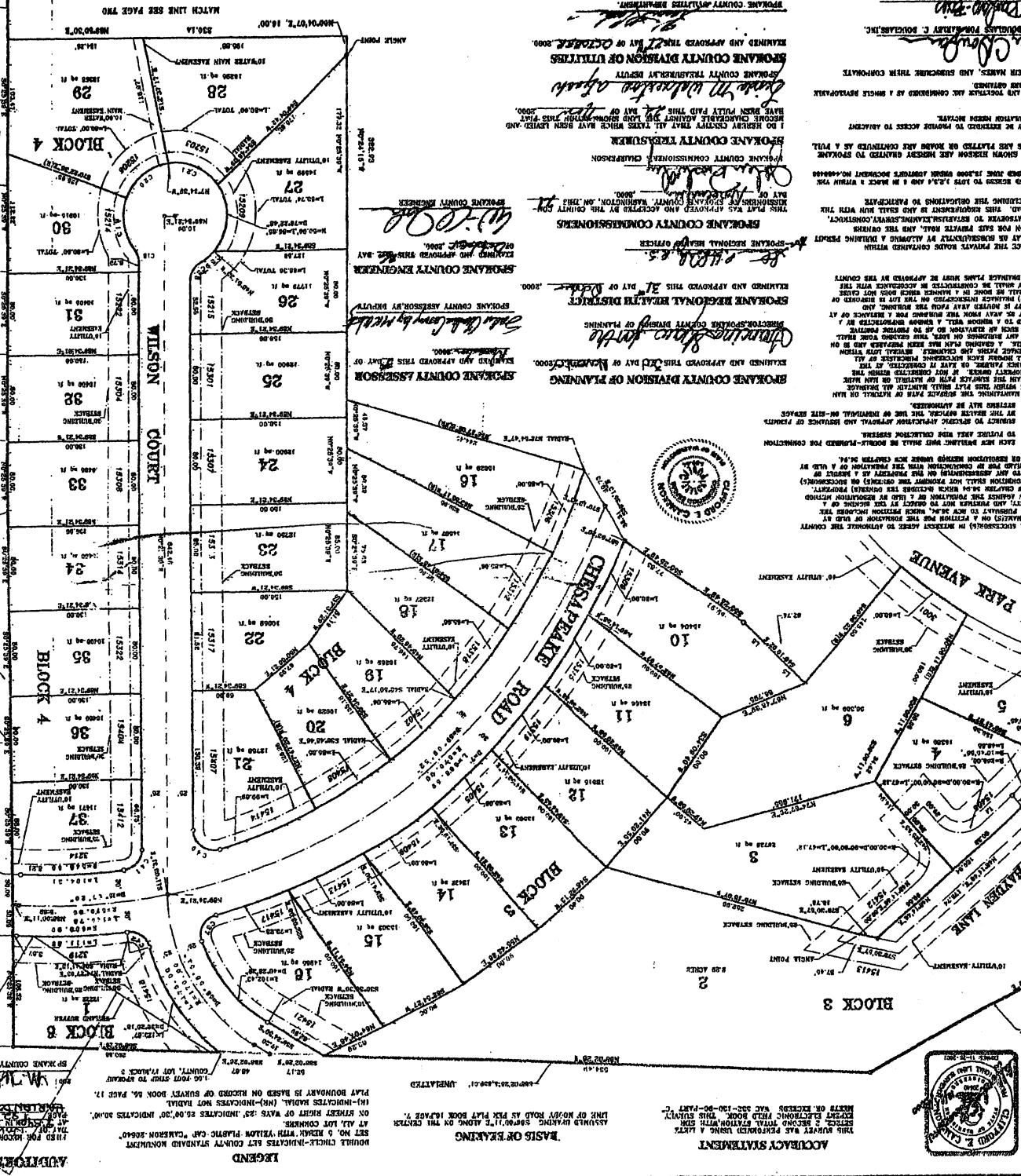
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 PART # 3491
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MADON VEM SUBDIVISION
 (PLAT BOOK 14, PAGE 7)

Hunter's Ridge
 AN UNPLATTED PORTION OF
 THE SW 1/4 NW 1/4 SEC. 16, T.27N, R.43E, 2ND
 SPOKANE COUNTY, WASHINGTON
Carson & Associates
 1111 N. HORTONWAY
 SPOKANE, WASHINGTON 99208
 (509) 325-1111



MEADOW VIEW DRIVE
MEADOW VIEW DRIVE
CLOVER PARK AVE.



ACCUACKY STATEMENT
 THIS PLAT HAS BEEN PREPARED USING A LATEST ELECTRONIC MEASURING SYSTEM. THE SURVEY MEASUREMENTS WERE MADE IN ACCORDANCE WITH THE SURVEYING ACT OF 1909, AS AMENDED BY THE SURVEYING ACT OF 1933, AND THE SURVEYING ACT OF 1954. THE SURVEYOR HAS BEEN ADVISED THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED THEREIN. THE SURVEYOR HAS BEEN ADVISED THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED THEREIN. THE SURVEYOR HAS BEEN ADVISED THAT THE PLAT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND DESCRIBED THEREIN.

SECTION
 THIS SECTION IS A PART OF SECTION 16, T.27N, R.43E, 2ND SPOKANE COUNTY, WASHINGTON. THE SECTION IS 36 ACRES IN AREA. THE SECTION IS BOUND BY THE NORTH LINE OF SECTION 16, THE WEST LINE OF SECTION 16, THE EAST LINE OF SECTION 16, AND THE SOUTH LINE OF SECTION 16.

PLAT # 3491
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ADDITIONAL CERTIFICATES
 21ST

3355786



SPokane County Division of Planning
 EXAMINED AND APPROVED THIS 21st DAY OF OCTOBER, 2000.
Spokane County Engineer
Spokane County Assessor
Spokane County Health District
Spokane County Division of Utilities
Spokane County Department of Public Works
Spokane County Department of Parks and Recreation
Spokane County Department of Transportation
Spokane County Department of Public Safety
Spokane County Department of Social Services
Spokane County Department of Economic Development
Spokane County Department of Community Development