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Please print or type information.

<b>Document Title(s)</b> (or transactions contained therein): 1. Declaration of Covenants, Conditions and Restrictions
<b>Grantor(s)</b> (Last name first, then first name and initials) 1. Lynn and Marlene Barnett, Ronald Schill and Laurene Michaelson-Schill.
<b>Grantee(s)</b> (Last name first, then first name and initials) 1. Lynn and Marlene Barnett, Ronald Schill and Laurene Michaelson-Schill.
<b>Legal Description</b> (abbreviated: <i>i.e.</i> , lot, block, plat or section, township, range) L 51, 52, 56-62, 64-69 Nine Mile Ranch Div 8 AFN 3000492 Okanogan Legal Description on Page 1 of Document.
<b>Reference Number(s)</b> of Documents Assigned or Released: <input type="checkbox"/> Additional Reference Numbers on Page ___ of Document.
<b>Assessor's Property Tax Parcel/Account Number</b> 4027240016, 4027240011, 4027240015, 4027250034, 4027250035, 4027250036, 4027250037, 4027250038, 4027250001, 4028300020, 4028300019, 4028190014, 4028300022, 4028300012, 4028300011, 4028300010, 4028300009, 4028300008
The Auditor/Recorder will rely on the information provided on this cover sheet. 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 FOR  
BIG HORN RIDGE**

This Declaration of Covenants, Conditions And Restrictions, ("Declaration") is made by Lynn and Marlene Barnett, (collectively, the "Declarant") and Ronald J. Schill and Laurene S. Michaelson-Schill (collectively "Schill") on the 15th of August, 2006. The Declarant is the owner of most of the real property that is the subject of this Declaration.

**BACKGROUND**

A. Declarant is the owner of Lots 51, 52, 56-62, 65-69, Nine Mile Ranch Division VIII as per survey recorded under Auditor's File Number 3000492, Okanogan County, Washington (the "Property or Big Horn Ridge"). Schill owns Lot 64 Nine Mile Ranch Division VIII as per survey recorded under Auditor's File Number 3000492, Okanogan County, Washington, which is also one of the Lots referred to in this Declaration as "the Property or Big Horn Ridge." The Property is currently subject to a Declaration of Covenants, Conditions and Restrictions for Nine-Mile Ranch. Declarant and Schill desire to impose on the Property, the additional protections set forth in this Declaration for the purpose of protecting the values of all owners of property within Big Horn Ridge.

B. This Declaration is supplemental to the Covenants, Conditions and Restrictions for Nine Mile Ranch. To the extent there is a conflict between the requirements of this Declaration and the Declaration of Covenants, Conditions and Restrictions for Nine Mile Ranch, the Declaration of Covenants, Conditions and Restrictions for Nine Mile Ranch shall prevail. However, it is anticipated that this Declaration will create additional conditions and restrictions on the use of the Property over those created by the Declaration of Covenants, Conditions and Restrictions for Nine Mile Ranch. To the extent that the conditions and restrictions created by this Declaration are greater than those created by the Declaration of Covenants, Conditions and Restrictions for Nine Mile Ranch, they are not in conflict and shall be binding. However, under no circumstance shall any terms of this Declaration lessen or minimize the effect of the Declaration of Covenants, Conditions and Restrictions for Nine Mile Ranch as it affects the Property.

C. The Property shall be known as Big Horn Ridge

THEREFORE, Declarant and Schill hereby declare that all of the Property described above shall be held, sold, conveyed and occupied subject to the following restrictions, covenants and conditions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property. The terms of this Declaration, and any of its amendments, shall be binding on all parties having any right, title, or interest in any part of the Property at any time, and shall inure to the benefit of each owner thereof. Furthermore, any conveyance, transfer, sale, assignment, lease, or sublease of any Lot, shall incorporate by reference all provisions of this Declaration.





## DEFINITIONS

1. The terms used in this Declaration shall have the same meaning as the same terms used in the Declaration for Nine Mile Ranch, unless otherwise indicated.

### MANAGEMENT OF BIG HORN RIDGE

2.1 Management Committee. For so long as Declarant owns at least twenty-five percent of the Lots within Big Horn Ridge, Declarant shall manage the affairs of Big Horn Ridge. At such time as Declarant owns less than 25% of the Lots within Big Horn Ridge, the Owners of Lots within Big Horn Ridge may elect a Management Committee of no less than three and no more than five Lot Owners within Big Horn Ridge who will manage the affairs of Big Horn Ridge. Any Owner within Big Horn Ridge or the Declarant may provide notice of the meeting to all Owners within Big Horn Ridge, not less than fourteen nor more than sixty days in advance of a meeting to elect the first Management Committee. After election of the first Management Committee, the Management Committee shall be elected and serve terms in the same manner as the Board of Directors of Nine Mile Ranch. The Management Committee shall have all the rights and obligations relative to management of Big Horn Ridge that the Board of Directors of Nine Mile Ranch has relative to management of Nine Mile Ranch, as set forth in the Declaration of Covenants, Conditions and Restrictions for Nine Mile Ranch, its Bylaws and Articles of Incorporation, except that the Owners of Lots within Big Horn Ridge shall not form a corporation, unless the decision to do so is made by a Management Committee following the election of the first Management Committee.

2.2 Management of Funds. Either Declarant or the Management Committee, after formation of the first Management Committee, shall establish an account at Venture Bank or at another federally insured banking institution, for the purpose of holding all funds paid by Lot Owners pursuant to this Declaration. The funds shall be used to accomplish the requirements of this Declaration only. At no time shall the funds held in the Big Horn Ridge bank account be owing or paid to the Nine Mile Ranch Homeowner's Association. The Owners in Big Horn Ridge have a separate obligation to pay assessments to the Nine Mile Ranch Homeowner's Association pursuant to the Covenants, Conditions and Restrictions for Nine Mile Ranch.

2.3 Improvements. Management of Big Horn Ridge shall require the maintenance and improvement, as deemed necessary by the Management Committee, of the following improvements within Big Horn Ridge:

2.3.A. Automatic Gate. An automatic gate shall be installed at the entry to Big Horn Ridge by Declarant. The automatic gate and all associated improvements, if any, shall be maintained so as to remain in reliable, good working order. Payment of electricity and phone bills, if any, necessary for operating the gate shall be considered maintenance of the gate.

2.3.B. Paved Road. The road within Big Horn Ridge shall be paved by Declarant. The paved road shall be maintained so that it remains in good condition, allowing unobstructed





passage to every Lot within Big Horn Ridge. This maintenance obligation shall not include snow plowing as the Nine Mile Ranch Homeowner's Association is already obligated to snow plow the roads, as necessary, within Nine Mile Ranch, including Big Horn Ridge. Should the Management Committee determine that additional snow plowing is necessary to maintain the paved road, then in the discretion of the Management Committee, Big Horn Ridge funds may be used for additional snow plowing within Big Horn Ridge.

2.3.C. Other Common Improvements. Any other improvements providing a benefit, tangible or intangible, to all of the Owners in Big Horn Ridge, installed now or in the future, shall be maintained in reliable, good working order so as to achieve the purpose intended by the original installation of the improvement.

**COVENANT FOR MAINTENANCE ASSESSMENTS**

3.1. Annual Assessment. Each Owner in Big Horn Ridge, shall pay an annual assessment (the "Assessment") to be used for the maintenance and repair of the improvements identified in paragraph 2.3 above. Until formation of the first Management Committee, the Assessment shall be \$100 per year. After formation of the first Management Committee, the Management Committee, shall determine the amount of the Assessment each year, based on immediate necessary repairs and with the intention of creating and maintaining a reserve account. The reserve account shall never exceed \$8,000. The Assessment shall be due not later than 30 days after notification to all Owners within Big Horn Ridge of the Assessment amount due that year and shall be paid to the Management Committee member designated by the Committee. The designated Management Committee member shall be responsible to account for the Assessments collected from the Owners, and to pay, on demand, the amounts requested by the Management Committee to compensate for the maintenance and repairs to the improvements identified in paragraph 2.3 above.

3.2. Emergency Assessments. In addition to the Assessment, the Management Committee may, if necessary, impose an additional assessment on an emergency basis (an "Emergency Assessment"). An Emergency Assessment would be imposed if, in the sole and exclusive discretion of the Management Committee, sufficient funds were not available to make repairs that were necessary for the immediate and ongoing use of the improvements identified in paragraph 2.3 above. Funds required under an Emergency Assessment would be due pursuant to the terms of the notice issued by the Management Committee that an Emergency Assessment is necessary.

3.3 Liability for Damage. If any Owner or Owner's tenants, guests, agents or employees damages any of the improvements identified in paragraph 2.3 above, that Owner shall be solely and exclusively liable for the cost to repair the damage. If, after reasonable notice or reasonable attempts to notify the Owner by the Management Committee (which may include no notice if the damage creates an emergency situation), the Owner does not make the necessary repairs, the Management Committee may hire a third party to perform the repair and the cost of the repair shall be the sole responsibility of the Owner who caused the damage. In either case, the





amounts owing from an Owner shall be due within thirty days of the date the Committee issues notice to the Owner that funds are owing.

3.4. Lien Rights. If any Assessment, Emergency Assessment or bill for damage is not paid by an Owner when due, the Management Committee may file a lien against the delinquent Owner's Lot. The Lien may be filed in the name of the Management Committee or in the name of the Management Committee member designated to collect the funds. The lien rights shall flow from one Management Committee to the next elected Management Committee. The amount owing shall accrue interest at the rate of 12% per annum or the highest allowable rate, whichever is lower, from the date the amount was due until the date it is paid. Any lien filed for the collection of delinquent amounts owing may be foreclosed, by the Management Committee in authority at the time, in the same manner as a deed of trust or a mortgage.

### PROTECTIVE COVENANTS

4.1. No Mobile or Manufactured Homes. All buildings or structures, including porches, garages or carports, must be "stick-built." Under no circumstances shall any manufactured or mobile home or other structure of a temporary nature be placed on a Lot within Big Horn Ridge and occupied on a permanent basis.

4.2. Utilities. All utility lines, facilities and/or systems installed on a Lot shall be installed underground.

### GENERAL PROVISIONS

5.1. Enforcement. The Declarant, any Lot Owner within Big Horn Ridge, and/or the Management Committee shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now and hereafter imposed by the provisions of this Declaration. Should the Declarant, the Management Committee or any Lot Owner employ counsel to enforce any of the foregoing covenants, conditions, reservations, or restrictions, all costs incurred in such enforcement (whether negotiated, stipulated, arbitrated, or determined by a court), including reasonable attorney's fees and costs (including those for appeals), shall be paid by the non-prevailing Lot Owner.

5.2. Arbitration. Should any dispute arise as to the terms of this Declaration, the dispute shall be resolved through arbitration according to the rules of Okanogan County if Okanogan County has a Mandatory Arbitration Program, or through any private arbitration service selected by the Management Committee. In all circumstances, arbitration shall be final and binding, and the non-prevailing party shall pay all costs and fees, including reasonable attorney's fees and costs of the prevailing party, including those for appeals. A copy of any judgment may be recorded in any county.

5.3. Failure to Enforce. No delay or omission on the part of the Declarant, the Management Committee or any Lot Owner in exercising any rights, power, or remedy provided




for in this Declaration shall be construed as a waiver or acquiescence, and no action shall accrue, nor shall any action be brought or maintained by anyone against the Declarant or the Management Committee for failure to bring any action on account of any breach of these covenants, conditions, reservations, and restrictions, or for imposing restrictions which may be unenforceable by any of the above.

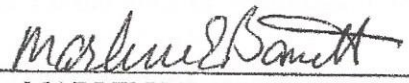
5.4. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect any other provisions of this Declaration. All unaffected provisions shall remain in full force and effect.

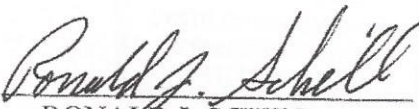
5.5. Term. The provisions set forth in this Declaration shall run with the land and be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date this Declaration is recorded, after which time the Declaration shall automatically extend for successive periods of ten (10) years unless an instrument signed by all of the Lot Owners of Big Horn Ridge is recorded, agreeing to change the Declaration in whole or in part.

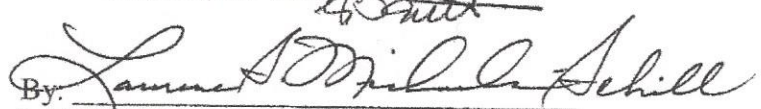
5.6. Amendment. This Declaration may be amended at any time by an instrument signed by Owners of at least sixty percent (60%) of the Lots in Big Horn Ridge. Any amendment must be recorded.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 15 day of August, 2006.

By:   
LYNN R. BARNETT

By:   
MARLENE E. BARNETT, by Lynn Barnett, her attorney in fact

By:   
RONALD J. SCHILL

By:   
LAURENE S. MICHAELSON-SCHILL

STATE OF WASHINGTON )

: ss.

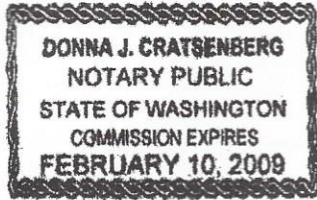
County of Pierce)

On this day personally appeared before me Lynn Barnett, to me known to be the person who executed the within instrument for himself and also as attorney in fact for Marlene E. Barnett and acknowledged that he signed the said instrument as his free and voluntary act and deed and also as the free and voluntary act and deed for Marlene E. Barnett as her attorney in fact, for the uses and purposes therein mentioned.





GIVEN under my hand and official seal this 15th day of August, 2006.



*Donna J. Cratsenberg*

Donna J. Cratsenberg  
Notary Public in and for the State of Washington, residing  
at Tacoma.  
My appointment expires: February 10, 2009.

STATE OF WASHINGTON )

: ss.

County of Pierce)

On this day personally appeared before me RONALD J. SCHILL and LAURENE S. MICHAELSON-SCHILL, to me known to be the persons who executed the within instrument for themselves and acknowledged that they signed the said instrument as their free and voluntary act and deed for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 15<sup>th</sup> day of August, 2006.

*Donna J. Cratsenberg*

Donna J. Cratsenberg  
Notary Public in and for the State of Washington, residing  
at Tacoma.

My appointment expires: February 10, 2009.

