

Inland NW Consultants  
620 Post Street  
Post Falls, ID 83854  
(208) 773-8370

**DECLARATION OF PROTECTIVE COVENANTS: STARR ESTATES 1<sup>st</sup> ADDITION**

**Frank W. Rhuby, Dennis Berezay and Linda Berezay**, hereinafter referred to as the "Declarants", the vested owners of the following described platted real property:

LOTS 1 THROUGH 11, BLOCK ONE, STARR ESTATES FIRST ADDITION, AS SHOWN ON THE PLAT THEREOF FILED AS RECORDING NUMBER 5056874, RECORDS OF SPOKANE COUNTY, WASHINGTON.

hereinafter referred to as the "Project", and hereby makes the following declarations as the limitations, restrictions and uses to which the above described lots may be put, and hereby specifies that such declaration shall constitute covenants to run with the land as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit of the limitations on all future owners of said lots. This Declaration of Protective Covenants is designed for the purpose of keeping the platted property desirable, uniform and suitable in architectural design and use for the purposes herein specified.

**PART I. RESIDENTIAL COVENANTS**

**I-1 LAND USE.**

All lots subject to these protective covenants are restricted in use to single family residential uses. No owner, grantee, successor, or assignee shall at any time conduct, or permit to be conducted, any trade or business of any description, either commercial, professional, educational or religious, upon a residential lot, nor shall said premises be used for any purpose whatsoever except for the purpose of a private dwelling or residence. Provided, however, that during the development phase the Declarants, their successors and assigns, shall have the right to use and maintain model home sites and/or display/sales offices upon said lots.

**I-2 ARCHITECTURAL CONTROL.**

No building shall be erected, placed or altered on any lot until the construction plans and specifications, and a plot plan showing the location of the structures have been approved by the **STARR ESTATES FIRST ADDITION HOMEOWNERS' REVIEW COMMITTEE** (hereafter referred to as the **Committee**), said **Committee** as described in Part IV of this Declaration, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot without the majority approval of the **Committee** as provided for in Part IV.



### **I-3 BUILDING LOCATION.**

The location of each building on a lot will be approved by the **Committee**, depending upon the nature and contour of the lot, and the interaction with roadway and intersection design, provided, however, that the minimum setback of any structure must be in accordance with the minimum setback line shown on the recorded plat or in accordance with the minimum setback standards of the County of Spokane, Washington, whichever shall be more restrictive.

### **I-4 EXTERIOR LIGHTING.**

All exterior lighting must be of a controlled focus nature and intensity, and shall not disturb adjacent property owners.

### **I-5 GARBAGE DISPOSAL.**

Garbage cans and trash areas must be screened from view except when temporarily placed at the curb for periodic pick-up by the local contract collector. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers designed for said purpose. The use of incinerators and compost piles shall be in compliance with local municipal and health district regulations.

### **I-6 SEWAGE DISPOSAL.**

All individual sewage disposal systems shall be designed, located and constructed in accordance with the requirements, standards and recommendations of the Spokane County Health District. Approval of such a system as installed shall be obtained from such authority.

### **I-7 WATER.**

Domestic water shall be furnished by individual well.

### **I-8 BUILDING PERMITS AND IMPACT FEES.**

It shall be the responsibility of the lot owner to secure all necessary permits for the construction of approved improvements upon the lot, and it shall be the sole responsibility of the lot owner to pay any fees associated with the permit process, including impact fees.

### **I-9 NUISANCES.**

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may or may not become an annoyance or nuisance to the neighborhood.

### **I-10 TEMPORARY STRUCTURES.**

No tents, trailers, mobile homes, or other structures used for human habitation on a temporary basis shall be used on said lots, with the exception that builders shall be allowed to use temporary construction offices during the construction of a residential structure upon a lot.



#### I-11 SIGNS.

No signs of any kind shall be displayed to the public view on any lot, except (a) one sign of not more than four square feet in surface area advertising the property for sale or lease, (b) signs used by a builder to advertise a property during the construction and sales period, (c) signs erected by the Declarants or their agents, advertising the "Project".

#### I-12 ANIMALS AND LIVESTOCK.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, excepting horses, dogs, cats and other domesticated household pets. Dogs, cats and birds shall not be kept, bred or maintained for any commercial purposes. All pets kept outside shall be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than 50 feet from any neighboring dwelling, and to the extent possible such shall be located to the rear of the property. Noisy animals, such as incessantly barking dogs, must be controlled by the owner. No animals or pets shall be allowed to run about the development without a responsible attendant. No pets may be kept in unreasonable numbers. Single livestock youth projects (such as 4H) may be eligible for variance upon case review and acceptance by the Committee.

#### I-13 VEHICLE RESTRICTIONS.

Exposed, unlicensed vehicles shall not be permitted upon the streets of the above-described "Project", nor within public view upon any lot. Recreational vehicles shall not be parked upon the streets of said "Project" for more than twenty-four (24) hours at any one time. Owners must store recreational vehicles off the streets within said "Project" screened from view to 6 foot high eye level. No semi-truck and/or trailers shall be permitted to park on the streets of said "Project", other than while making deliveries or unloading passengers.

#### I-14 CONSTRUCTION TIME LIMITS.

All new construction shall be completed within six (6) months of the commencement of the construction, with the landscaping completed as provided for below. The Committee has authority to grant reasonable extensions based upon weather conditions or other acts of God.

#### I-15 MAILBOXES.

The Committee shall have the authority in conjunction with local U.S. Postal Authorities to design the type, style and location of the mail boxes for placement throughout the subdivision.

#### I-16 BUILDING SET-BACK LOCATIONS.

No building shall be located on any lot nearer than 45 feet to the front property line. No building shall be located nearer than 15 feet to an interior lot line, or within the utility easement areas set out on the plat. All residences shall be set back at least 15 feet on one side from an interior lot line to provide vehicular access to the rear yard.

### PART II. REQUIRED IMPROVEMENTS

#### II-1 GRASSY SWALES.

Owner shall plant and maintain grass in the grassy swale area and shall not allow any fillings, changes in grade or obstruction of the drainage area.



## II-2 LANDSCAPING.

As part of the construction phase of each single family residence within the "Project", the owner shall landscape and plant the front yards of each single family residence, including any portion of the road right-of-way lying between the road edge and the residential structure. The time limit for completion of landscaping may be set by the **Committee** as part of the plan review procedure herein provided for, and if not set by the **Committee**, the time limit shall be six months from the date of occupancy.

## II-3 DRIVEWAY AND GARAGES.

The site development and plans review procedure before the **Committee** shall include provisions for a driveway and garage that is in keeping with the architecture of the proposed residential structure, the contour and topography of the lot, and the established aesthetics of the neighboring lots.

## II-4 MINIMUM SQUARE FOOTAGE.

No building, house or dwelling shall be built, constructed, altered or erected on any lot unless the same be for single family residential purposes and contain the minimum of 1600 square feet of finished living area in the main structure exclusive of open porches, basements and garages.

## PART III. EASEMENTS

### III-1 UTILITY AND DRAINAGE EASEMENTS.

Easements for the installation and maintenance of entry monuments, utilities, and drainage facilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

## PART IV. STARR ESTATES FIRST ADDITION HOMEOWNERS' REVIEW COMMITTEE

### IV-1 MEMBERSHIP

The **Committee** shall be composed of all Lot owners within this subdivision. The owner or owners, if there be more than one (including the Declarants) of each Residential Lot shall be entitled to one vote per Lot in all **Committee** matters. The **Committee's** approval or disapproval as required by these protective covenants shall be in writing. In the event the **Committee**, or its designated representative, fails to approve or disapprove within 30 days after plans, specifications or requests have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been complied with.

### IV-3 ORIENTATION OF STRUCTURES.

The orientation and location of residential structures and garages on lots, the minimum square footage, roof area and costs, and the required setbacks for each lot, over and above prescribed minimums, shall be determined by the **Committee**. The intent of this requirement is to keep all residential properties as compatible as possible with their natural surroundings, and with each other, and to permit the placement of residential structures in harmony with the topography of each lot.



**IV-4 EXTERIOR COLORS.**

The exterior colors for all structures in the project must be approved by the Committee.

**PART V. GENERAL PROVISIONS**

**V-1 TERM.**

These protective covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 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.

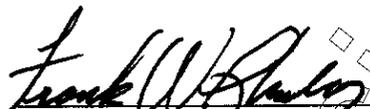
**V-2 ENFORCEMENT.**

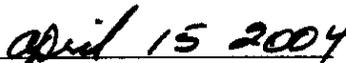
Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages. In the event of litigation, the prevailing party shall be entitled to recover attorney's fees and costs.

**V-3 SEVERABILITY.**

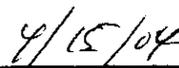
Invalidation of any one of these protective covenants by judgment or court order shall in no wise effect any of the other provisions which shall remain in full force and effect.

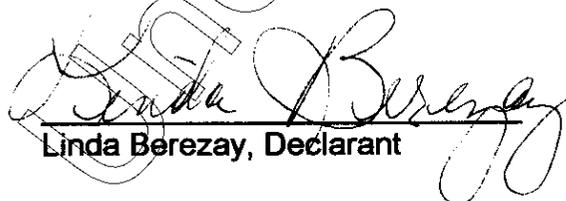
IN WITNESS WHEREOF, the Declarants have acknowledged below, effective as of the date of recording of this instrument.

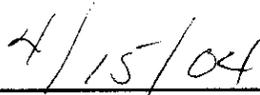
  
\_\_\_\_\_  
Frank W. Rhuby, Declarant

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Dennis Berezay, Declarant

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Linda Berezay, Declarant

  
\_\_\_\_\_  
Date



ACKNOWLEDGEMENT

STATE OF Idaho )  
County of Kootenai )ss

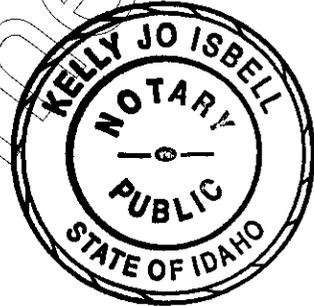
I Kelly Jo Isbell, a Notary Public in and for the State of Idaho, do hereby certify that on this day personally appeared before me **Frank W. Rhuby**, known to me to be the individual described in and who executed the within and foregoing instrument, and acknowledged that he signed the same as his free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15<sup>th</sup> day of April, 2004.

Kelly Jo Isbell  
Notary Public

Residing in Athol

My commission expires 4-26-05



ACKNOWLEDGEMENT

STATE OF Idaho )  
County of Kootenai )ss

I Kelly Jo Isbell, a Notary Public in and for the State of Idaho, do hereby certify that on this day personally appeared before me **Dennis Berezay and Linda Berezay**, known to me to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed for the uses and purposes therein stated.

GIVEN UNDER MY HAND AND OFFICIAL SEAL this 15<sup>th</sup> day of April, 2004.

Kelly Jo Isbell  
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My commission expires 4-26-05

