

JAN 09 2002

COUNTY AUDITOR
SPOKANE COUNTY WA

AFTER RECORDING RETURN TO:

No. 4676095

Drew M. Bodker
1401 S. Grand Blvd. #203 N
Spokane, Washington 99203

DOCUMENT TITLE:	Declaration of Protective Covenants, Conditions and Restrictions for South Rim Estates
REFERENCE NUMBERS:	NA
GRANTORS:	George W. Bagby, III Carla B. Bagby
GRANTEES:	George W. Bagby, III Carla B. Bagby
ABBREVIATED LEGAL	Ptn Section 4 Township 23N Range 43EWM
ASSESSOR'S TAX PARCEL NOS.	33043.9005, 33042.9016

DECLARATION
OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
SOUTH RIM ESTATES

KNOW ALL MEN BY THESE PRESENTS, that **George W. Bagby, III** and **Carla B. Bagby**, husband and wife, (*the "Developer"*) are the owners of certain real property in Spokane County, Washington, which the Developer intends to develop into a residential subdivision known as **SOUTH RIM ESTATES**. The legal description for said real property is set forth on Exhibit "A", attached hereto and incorporated herein by this reference.

It is the intent and purpose that this Declaration of Protective Covenants, Conditions and Restrictions for South Rim Estate ("*Protective Covenants*" or "*Declaration*") shall apply to the above referenced real property (*hereinafter referred to as "SOUTH RIM ESTATES" or the "Project" and each part thereof as a "lot" or "parcel"*), upon recording hereof. Additional property may be annexed to and placed under the effect of these Protective Covenants by the Developer upon recording a Declaration of Annexation to that effect.

DECLARATION OF PROTECTIVE COVENANTS -1

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DECLARATION

The Developer hereby declares and imposes the following protective covenants, conditions and restrictions on the real property known as SOUTH RIM ESTATES, legally described on Exhibit "A" and the uses to which said property may be put. The Declaration shall impose covenants, conditions and restrictions that run with all of said land and are binding upon all persons now or hereafter owning or claiming or having any interest in said land and being for the benefit of, and as limitations upon, all present and future owners of said property, this Declaration being for the purpose of keeping said property desirable, uniform and suitable for the uses and purposes indicated herein.

Each purchaser shall receive from the Developer fee simple or equitable title to an individual lot, which includes the right to construct a dwelling thereon.

The Developer hereby declares that the property subject hereto shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following covenants, conditions and restrictions of which are for the purpose of enhancing and protecting the value and attractiveness of said property and SOUTH RIM ESTATES. All of the covenants, conditions, and restrictions shall run with the land and shall be perpetually binding upon all of the parties, their successors in interest and assigns.

SECTION 1. SEWER/SEPTIC SYSTEM

Each lot in SOUTH RIM ESTATES shall be serviced by its own individual septic system until such time as public sewer is available, if ever. If public sewer ever becomes available, each lot owner, at that time, will be subject to all rules and regulations now or subsequently imposed by Spokane County regarding its sewer system. If sewer is approved for this area, each owner shall disconnect and disable his or her septic system according to state and county regulations and hook up to the county sewer system, and thereafter pay to Spokane County all charges allocated to his or her lot for operation and maintenance of the sewage system.

SECTION 2. ROADS

There are four (4) private driveways that will provide access to the Property. Maintenance of said private driveways shall be performed as set forth in the recorded easements which establish the driveways, and as set forth in Section 6, hereinafter.

SECTION 3. USE RESTRICTIONS

A) Use of Individual Lots. No home or dwelling shall be constructed, occupied or used except for new, site constructed and approved single family residences, with a two or three car attached or detached garage. The residence shall have not less than 1,800 square feet of finished living space in size above basement grade, (i.e. *excluding any basement areas, garages, patios, decks, etc.*), for use by the owners, their tenants, and social guests; and no trade, business, profession, commercial or manufacturing enterprise or activity (*other than home occupation*) shall be conducted therein. No home or outbuilding shall exceed two stories above basement grade, nor shall the total height exceed 30 feet above basement grade. All homes and outbuildings shall be painted with earth tone color paint. As used in this paragraph, the term "home occupation" shall mean only an occupation, profession or craft, carried on within a dwelling by the owner,

which activity does not change the residential character of the term, as may be further defined by Spokane County Regulations, and which assembly use does not create more than five (5) business related round trips per day. Mobile homes, modular homes and manufactured homes are specifically prohibited.

Provided, however, nothing in this Section shall prevent the Developer or a Builder from using a residence within the development to conduct business and sell lots or homes, on a temporary basis only, until the last lot or house is sold.

There shall be a 25 foot setback requirement for all building structures from any common lines between lots in the Project, except as may otherwise be agreed in writing between the owners of adjoining lots. Swimming pools, tennis courts, and sport courts are to be limited by these same setback limitations. For the purposes of this covenant, screened porches, garages or utility sheds shall also be subject to these setback requirements. FURTHERMORE, Parcel 2 shall not be allowed to construct any building structures on that portion of Parcel 2 lying northerly of the following line: Commencing at the NW corner of Parcel 2 on the southerly right of way of Stentz Road, thence along the westerly boundary of Parcel 2, S30°56'05"W a distance of 219.43' to a pin on line, thence continuing along said westerly boundary, S30°56'05"W a distance of 280.00' to the true Point of Beginning, thence S59°03'55"E a distance of approximately 330' to the easterly boundary of Parcel 2 and the true Point of Ending. If one owner seeks to build one residence on two or more adjacent Parcels, these setback requirements shall be applied to the exterior boundary of the area of common ownership. There will be a 50 foot setback requirement for animal watering, supplemental feeding and shelter facilities, (e.g. barn) from the common borders between lots, and all horses and their shelter facilities, supplemental feeding, watering or pasturage shall be confined to the southerly three (3) acres of Parcels 2, 3, 4 and 5, and the southerly four (4) acres of Parcels 1, 6 and 7.

All of the provisions set forth above in this Section 3 (A) shall be subject to any existing or future restrictions validly imposed by Spokane County or the State of Washington that may, in any way, further restrict the Lot owner's rights to use said Lots. All such County or State restrictions shall prevail over the provisions herein.

B) Nuisances. No noxious, illegal or offensive activities shall be carried on in any lot or dwelling, or in any part of the Project, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to, or which may in any way interfere with, the quiet enjoyment of each of the owners of his respective lot, or which shall in any way increase any rate of insurance for any owner within the Project, or cause any insurance policy to be canceled, or cause a refusal to renew the same or otherwise conflict with the spirit of this Declaration in establishing a peaceful, residential community within the Project.

C) Vehicle and Equipment Restrictions. No more than one of the following vehicles or equipment, whether personal or recreational, shall be allowed to be stored outside of a fully enclosed building on any lot in the Project. The one vehicle or piece of equipment that can be parked outside of a fully enclosed building must be parked behind the front edge of the dwelling built and ten feet from the side lot line of any Lot. The vehicles and equipment referred to herein are as follows: travel trailers, campers, motor homes, recreational vehicles, boats and trailers, commercial vehicles, horse trailers, tractors, buses, or trucks (*except for purposes of loading and unloading of passengers or personal property.*) No inoperable automobile, and no vehicle or equipment which is in an extreme state of disrepair, shall be permitted to remain upon any lot, private or dedicated roadway or street, or other area within the Project, other than temporarily for emergence repairs, unless placed or maintained within an enclosed garage. No vehicles greater than 45' in length and no tractor-trailers are allowed. Commercial vehicles shall not include sedans, service vans or standard size

DECLARATION OF PROTECTIVE COVENANTS -3

pickup trucks which are used for both business and personal use, provided that any signs or markings of a commercial nature on such vehicles shall be reasonably unobtrusive and inoffensive. No noisy or smoky vehicles such as, but not limited to, 2 cycle ATV's, motorbikes and snowmobiles shall be operated on the Project. No off road unlicensed motor vehicle shall be maintained or operated within the Project, except as reasonably necessary to the execution and the rights and duties of the Declarant under this Declaration. No goods, equipment, material, supplies or vehicles used in connection with any trade, service, or business whenever conducted, shall be kept parked, stored, dismantled, or repaired outdoors on any lot, or any dedicated street within the Project.

No vehicles may be kept or parked on the common driveways within the Project.

D) **Signs.** No signs shall be displayed to the public view on any lots or on any portion of the Project except for signed owned by Developer or Developer's agents which advertise the Property "For Sale" and except (i) one sign designating family name; (ii) one sign advertising a parcel for sale or rent; (iii) signs used by a builder to advertise the property during construction and sales period; and (iv) political cards during an election campaign. No permitted sign as described herein shall exceed five (5) square feet in size, except for the sign or signs of Developer or his agents which advertise the Property for sale.

E) **Animals.** No farm mammals shall be allowed except horses, and even horses are prohibited on Parcels 8 and 9. There shall be a maximum of three (3) horses allowed on Parcels 1 – 7 and Parcel 10. No poultry shall be raised, bred or kept for commercial purposes and no peacocks, emus or ostriches are allowed. Dogs, cats and other ordinary household pets may be kept provided they are not kept, bred, or maintained for commercial purposes. The owner of any animal or pet shall be responsible for any damage incurred or loss caused by their animal or pet.

F) **Garbage and Refuse Disposal.** All rubbish, trash and garbage shall be regularly removed from each lot at each owner's expense, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and concealed from view from the common access streets.

G) **Right to Lease.** Except for a dwelling in possession of a lender following a default in a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure, the respective dwellings shall not be rented by the owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the dwelling are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the owners of the respective lots shall have the absolute right to rent out the dwellings (*but not less than an entire dwelling*) provided that the rental agreement is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration. Any failure on the part of any tenant to comply with these Protective Covenants shall constitute a default under the terms of such rental agreement.

H) **Fencing.** No barbed wire, or wire-strand type of fencing is allowed within lots or between lots, however, such fencing is allowed on the outside perimeter lines of lots in the Project. Fences shall not exceed six (6') feet in height.

SECTION 4. CONSTRUCTION COVENANTS AND RESTRICTIONS.

- A) Alteration and/or Improvements to Property. With the exception of work carried out to further the completion of the Project, no residence, building, fence, wall, obstruction, balcony, screen patio, patio cover, tent, awning, carport, carport cover, improvement, or structure, of any kind, shall be commenced, erected, painted or maintained within the project, nor shall any alteration or improvement of any kind be made thereto until the plans of the same has been approved in writing by the Architectural Control Committee, described in Section 5, (*hereinafter referred to as the "Committee"*.) Plans and specifications showing the nature, color, materials and location of such improvements or alterations, shall be submitted to the Developer or Committee for approval of the proposed construction. Further, no construction shall be commenced on any lot until the Developer or Committee shall have approved in writing the plans of the proposed construction item on the lot. No permission or approval shall be required to rebuild in accordance with the original approved plans, or to rebuild in accordance with plans previously approved by the Developer or Committee for that lot. In the event that the Committee fails to approve or disapprove within thirty (30) days after plans have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.
- B) Single Family. No structures or buildings of any kind shall be erected, altered, placed or permitted to remain on any lot other than one detached dwelling for single family occupancy only, with a private attached or detached two or three-car garage, and approved outbuildings as per Section 4-L. Notwithstanding the foregoing, the owner of two adjacent lots may construct his dwelling across the line between his lots, or otherwise without regard for the setback requirements pertaining to that line (*however, any such combination of lots shall not operate to reduce the owner's rights and obligations with respect to each separate lot described on Exhibit "A"*)
- C) Roofs. All roofs shall be constructed of asphalt composition of good quality, tile, metal (*with baked enamel finish in an earth tone color*) or comparable alternate product. Roof slopes shall be between 5:12 and 12:12, unless roof variance is granted by the Committee. Roofs shall overhang outside walls by not less than 16 inches. Wood shake or wood shingle roofs and reflective roofs are prohibited.
- D) Garages. All dwellings shall have enclosed attached or detached 2 or 3 car garages of at least 20 feet by 22 feet (20'x 22') in size, but not larger than 1,200 square feet.
- E) Mail boxes, etc. Mail boxes and newspaper receptacles shall be placed as required by the U.S. Postal Service.
- F) Accessory Buildings. All accessory buildings shall be placed within the rear or interior side yard area of each lot and shall not be of a material inconsistent with the architecture, materials or color scheme of the dwelling on that lot.
- G) Antenna. No radio, citizens band, or other communication antenna shall be erected upon any lot or dwelling except for standard television antennas and satellite dishes (*if cable is not available*) which are permitted as long as they are not unreasonably obtrusive and offensive.
- H) Temporary Structures. No trailer, basement, tent, shack, garage, barn, camper, mobile home, or other outbuilding or any structure of a temporary character erected or placed on any lot shall at any time be used as a residence.

I) **Exterior Lighting.** All exterior lighting shall be low intensity and shall be limited to landscaping or structural accent lighting, provided however, reasonable exterior lighting of barns, corrals, etc., for security purposes, shall be permitted.

J) **Completion Time.** Any dwelling or other structure erected or placed on any lot shall be completed as to external appearance, including finished painting and front and side yard landscaping pursuant to plans and specifications, all within ~~twelve~~ (12) months from the date of commencement of construction. The owner of each lot shall, as soon as reasonably possible after occupying the dwelling, but not to exceed three years, either finish back yard landscaping or otherwise restore the back yard to its original condition. The garage shall be completed within twelve (12) months of commencement of construction of the house.

K) **Propane Tanks.** Any propane tanks or propane bottles shall be screened from view of other homes in the Project.

L) **Outbuildings.** No more than two (2) outbuildings, not including detached garages or buildings under 150 square feet, shall be allowed on any Lot. The square footage of each of the two (2) permitted outbuildings shall not exceed 2,500 square feet in the total footprint. *(excluding detached garages and buildings under 150 square feet in size)*. All outbuildings, including detached garages, shall have architectural design, siding, and roofing consistent with the house, however, barns are exempt from this requirement.

M) **Utilities.** With the exception of existing overhead utilities, all utilities shall be underground, including those utilities which extend from the edge of the lot to the dwelling and also between dwellings and/or outbuildings.

N) **Driveways.** If any owner of lot 1 -- 8 has a private driveway which connects to a shared easement driveway, then said owner shall install a 12" culvert (CMP) at the junction of the driveways to ensure a free flow of storm water drainage.

O) **Siding.** No sheet metal siding other than approved lap-type over sheathing shall be allowed.

SECTION 5. ARCHITECTURAL CONTROL COMMITTEE.

A) **Members.** The Developer shall appoint the members of the Committee. The initial members of the Committee and their addresses are as follows:

George W. Bagby, III
Carla B. Bagby
107 S. Howard #600
Spokane, Washington 99204

B) **Committee Approval.** If the Architectural Control Committee reviews the plans chosen, the signatures of the above stated Committee members shall constitute approval by the Committee. Neither the Developer or the Committee, nor any of its members, shall be liable to any owner for any decision made by the Committee in good faith and in accordance with this Section 5. Any other violations and provisions of these Protective Covenants shall be up to the other lot owners to abate and enforce, respectively. Once all lots

DECLARATION OF PROTECTIVE COVENANTS -6

have been sold in the Project, or any time prior thereto, at the discretion of Developer, the Committee may turn its responsibility over to the lot owners. Each lot owner shall be entitled to one (1) vote per lot. No house, garage, or outbuilding exceeding 150 square feet in size shall be constructed without approval by the Committee of design and site plans. Due to potential high ground water, each designs plan shall be prepared and stamped by an architect or civil engineer currently licensed in the State of Washington with the following statement: "This structure has been designed and located to prevent the intrusion of surface water and ground water into this structure and its basement or crawl space."

SECTION 6. MEETINGS OF OWNERS.

The owners (*excluding Developer*) of Lots which share a common driveway easement shall meet at least once each year to discuss and decide upon maintenance, repair and improvements to be made to the private shared driveways. The meeting shall be as soon as is reasonably possible after January 1 of each year. Any such owner may call that meeting by mailing notices by certified mail, return receipt requested, to all Lot owners who share a driveway, or by personally serving such written notice upon such owners (*excluding Developer*). Mailing or service shall be completed not less than fourteen (14) nor more than sixty (60) days prior to the scheduled date of the meeting. Additional meetings may be called that year upon the owners of two (2) such Lots signing the notice of meeting and specifying the purpose thereof in the notice. At the first meeting validly called for any calendar year at which the owners of at least two (2) of said lots are present, or represented by written and notarized proxy, the budget shall be discussed and approved for the maintenance, repair and improvement of the private roadways serving these lots for that calendar year. Agreement by owners of two (2) of those lots represented at the meeting shall be sufficient to approve the budget and a budget manager for the year for maintenance (*including snow removal and re-graveling*), repair and improvement of the shared driveway, PROVIDED HOWEVER, that in order to approve paving, a one hundred (100%) percent vote of the Lots which use the affected driveway is required. Unless otherwise approved at the meeting, once a budget is validly approved, the owners of each lot affected shall pay their prorata share, within thirty (30) days of notice thereof being given in the manner prescribed above for giving of notices of meetings. If a lot owner does not pay his or her prorata share required, the other lot owner(s) may cause to be filed of record in the Spokane County Auditor's office a lien for the amount unpaid. Such lien shall be foreclosable as a mortgage under the laws of the State of Washington for the unpaid amount plus the reasonable costs and legal fees incurred. Notwithstanding the foregoing and the road maintenance provisions of recorded easements that affect the Property, as soon as a lot which uses a shared driveway is sold to a purchaser by Developer, then, as between purchaser(s)/owner(s) and Developer, Developer shall not bear any repair, maintenance, or reconstruction road costs except the initial road construction work done in 2001.

SECTION 7. GENERAL PROVISIONS.

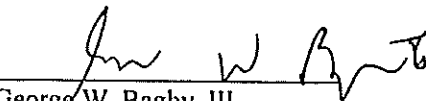
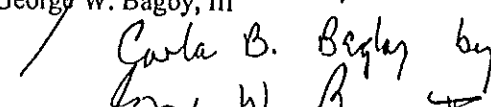
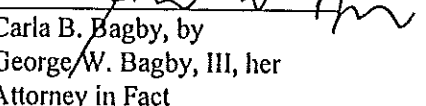
A) **Termination of Any Responsibility of Developer.** In the event the undersigned shall convey all of its right, title and interest in and to the property or the Project to any partnership, individual or individuals, corporation or corporations, then in such event, the undersigned shall be relieved of the performance of any further duty or obligation hereunder; provided that, in order for the undersigned to be so relieved of liability, such transferee shall expressly assume all duties and obligations of the undersigned and shall be approved by any lending institution of the undersigned, holding a mortgage or deed of trust on all or any portion of the property within the Project.

DECLARATION OF PROTECTIVE COVENANTS -7

B) **Amendment.** Until the time that every lot in the Project has a residential structure constructed and received a Certificate of Occupancy from the appropriate government agency, the Developer reserves the right to amend this Declaration by filing an amendment hereto; provided, however, that no such amendment shall affect any structures within the Project which have already been reviewed and received approval from the Developer or the Committee. After every lot has a residential structure and certificate of occupancy, then the Property owners may amend the Declaration by a 75% vote of said owners, with each lot having one vote.

C) **Enforcement.** The Developer and/or the owner of any lot within SOUTH RIM ESTATES, and/or any lender of the same, may take action to enforce the rights, reservations and restrictions set forth herein. Such action may be at law or in equity. Any action for monetary damages that results in a judgment may be foreclosed in the same manner in which a mortgage lien is foreclosed under the laws of the State of Washington. The prevailing party in any such action shall be awarded his costs and attorneys fees.

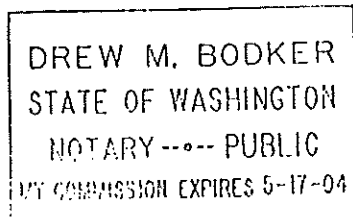
Dated this 19th day of ~~November~~ ^{December}, 2001.

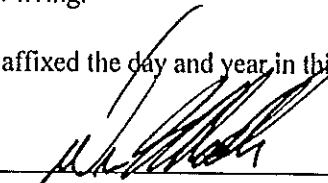

George W. Bagby, III

Carla B. Bagby, by
 AIF
George W. Bagby, III, her
Attorney in Fact

STATE OF WASHINGTON)
) ss.
County of Spokane)

On this 19th day of November, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared George W. Bagby, III to me known to be the individual who executed the foregoing instrument for himself and as attorney in fact of Carla B. Bagby also therein described, and acknowledged to me that he signed and sealed the same as his voluntary act and deed and as the free and voluntary act and deed of the said Carla B. Bagby, for the uses and purposes therein mentioned, and on oath stated that the power of attorney authorizing the execution of this instrument has not been revoked and that the said Carla B. Bagby is now living.

WITNESS my hand and official seal hereto affixed the day and year in this certificate above written.




Notary Public in and for the State
of Washington, residing at Spokane
My Appointment Expires: 5-17-04

DECLARATION OF PROTECTIVE COVENANTS -8

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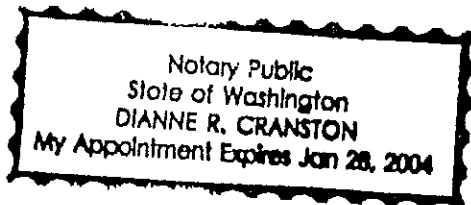
The undersigned, being a co-holder of the beneficial interest of a Deed of Trust recorded under Auditor's No. 4547412, which affects the Property described herein, hereby agrees to be bound by all terms and conditions of these Protective Covenants even if I foreclose said Deed of Trust or receive a deed in lieu of foreclosure of said Deed of Trust.

Gayle A. Anderberg-Jones
Gayle A. Anderberg-Jones

STATE OF WASHINGTON)
) ss.
County of Jefferson)

On this day personally appeared before me Gayle A. Anderberg-Jones to me known to be the individual described in and who executed the within and foregoing instrument, and acknowledged that she signed the same as her free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 5th day of December, 2001.



Dianne Cranston
Notary Public in and for the State of
Washington, Residing at _____
Port Hadlock, WA
My Appointment Expires: 01-28-2004

The undersigned, being a co-holder of the beneficial interest of a Deed of Trust recorded under Auditor's No. 4547412, which affects the Property described herein, hereby agrees to be bound by all terms and conditions of these Protective Covenants even if I foreclose said Deed of Trust or receive a deed in lieu of foreclosure of said Deed of Trust.

Thomas P. Rose Co., Inc.

By Jack A. Maselli
Jack A. Maselli - President

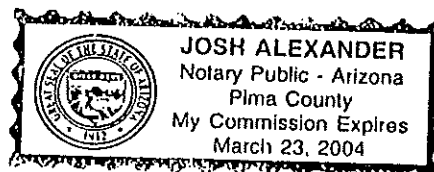
ARIZONA
STATE OF ~~WASHINGTON~~)
County of PIMA) ss.

On this 10th day of DECEMBER, 2001, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Jack A. Maselli to me known to be the President of Thomas P. Rose Co., Inc., the corporation that executed the foregoing instrument and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he is authorized to execute the said instrument.

Witness my hand and official seal hereto affixed the day and year first above written.

Josh Alexander
Notary Public in and for the State of ARIZONA Washington, residing at TULSON

My Appointment Expires: MARCH 23, 2004



DECLARATION OF PROTECTIVE COVENANTS -10

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