

DECLARATION OF COVENANTS AND RESTRICTIONS OF REGAL CREST

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The following reservations, conditions agreements, covenants and restrictions shall run with the land, shall be binding upon and endure to the benefits of all parties hereto, their successors and assigns and all persons claiming upon them and shall be part of all transfers and conveyances to the property with such platted areas as if set forth in full in such transfers and conveyances. Such reservations, conditions, agreements, covenants and restrictions shall be binding and effective for such a period of 30 years from the date hereof, at the end of which time they shall be automatically extended for successive periods for ten years, unless an instrument signed by a majority of the then owners of the lots within such platted areas has been recorded agreeing to change said covenants and restrictions in whole or part; EXCEPT, however, in the event that it appears to the advantage of this platted subdivision that these restrictions would be modified then and in that event, and modification desired may be made by affirmative vote of the instant owners of 80% of lots within this subdivision and evidenced by suitable instrument filed for public record; or if such event occurs during the development period such modification or waiver of non-conformity may be evidenced by special permission granted in writing by the primary developers, or their successors as developers without such vote of other owners, provided, however that such modifications of waiver shall not affect the provision of Paragraph 1 of the following:

1. **LAND USE AND BUILDING TYPE.** No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling and private garage for not less than 2 cars. However, the foregoing provisions shall not be interpreted to exclude construction of a private green house, private swimming pool, storage shed, or for the storage of a boat and/or a camping trailer kept for personal use, provided the location of such structures are in conformity with the applicable municipal regulations, and are compatible in design and decoration with the residence constructed on such lot.
2. **DWELLING PLACE.** One-story dwelling structures, exclusive of open or screened porches and attached garages, shall be not less than 1,150 square feet of finished living area. Two-story dwelling structures, exclusive of open or screened porches and attached garages, shall be not less than 1400 square feet of finished living area with a minimum of 600 square feet on the first floor and a minimum of 600 square feet on the upper floor. This restriction on two-story dwellings shall have an exception to allow for construction of what appears to be a one-story dwelling with a bonus room living space above the garage. In this case the overall finished living area of the dwelling shall be not less than 1,150 square feet and this second floor living space shall not have a restriction on size.
3. **LANDSCAPING.** The front yards of all lots and the front and street-facing side yards of corner lots shall be landscaped within six months after the house is finished. Lawn mowing and yard maintenance must be done as needed to keep it in a neat and orderly condition. Additionally, the owners of Lots 14 and 15 of Block 2 are required to maintain the landscaping within the swale area immediately adjacent to their rear property line and adjacent to 16th Avenue. Mowing and maintenance of this swale area shall be in the same manner as previously mentioned for the front yards of all lots. It is recommended that the owners of Lots 14 and 15 of Block 2 install non-vehicular gates in their rear yard fencing for the purpose of maintenance as previously mentioned. PLEASE NOTE: If either homeowner of lots 14 and 15 of Block 2 fail to properly maintain its own swale area, the City can take appropriate action against said homeowner.

THIS INSTRUMENT FILED FOR RECORD BY FIRST AMERICAN TITLE COMPANY AS AN ACCOMMODATION. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE

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KOOTENAI CO. RECORDER Page 1 of 4
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4. **BUILDING LOCATION.** No building shall be located on any lot respect to setback from front, side and rear lot lines, except in conformity with the planning regulation and requirements of the municipal government having jurisdiction within the area in which this subdivision is located.
5. **COMPLETION.** Construction of any dwelling shall be completed within 1 year from the date of the start of such construction. All lots shall, prior to the construction of improvements thereon, be kept in a neat and orderly condition and free of brush, vines, weeds and the grass thereon cut and mowed at sufficient intervals to prevent creation of nuisance or fire hazard.
6. **HOUSE CONSTRUCTION.** All dwelling plans are subject to approval of the builder. Exterior decorations shall be in keeping with the architectural style approved by the builder. All exterior colors for new construction must be approved by the builder. Roofing materials shall be architect style or three-tab comp roofing. The exterior walls of the home which face a street can be single or double constructed, or brick veneer.
7. **FENCES.** No fences on any lot boundary line shall exceed 6 feet in height above the grade on which it is situated and providing that any fence line or planting between the minimum building set-back line and the front line shall not exceed 3 1/2 feet above grade and shall be subject to permit regulations and requirements of the local jurisdiction. No chain link fences are allowed except as designated by the builder.
8. **EASEMENTS.** Easements for the installation of utilities and street right-of-ways are reserved and shown on the official plat recorded herewith. The area included in said easements shall be maintained in as attractive and well-kept condition as the remainder of the lot.
9. **NUISANCE AND MAINTENANCE.** 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. Yards, grounds, garbage cans, containers, buildings and etc. shall be kept and maintained in a neat and sightly fashion at all times. No trailers shall be parked in the public street areas, nor shall any trucks, campers, motorhomes, boats or inoperable vehicles be parked or permitted to remain in said public street areas, nor between front of home and public street.
10. **TEMPORARY STRUCTURES.** No structure of a temporary character, shack, barn or other out building shall be used on any lot at any time as a residence either temporarily or permanently and shall be subject to building permit regulations and requirements of the local municipal government having jurisdiction within the area on which the subdivision is located.
11. **SIGNS.** No sign of any kind shall be erected, maintained or displayed to the public view on any lot, except one professional sign not larger than one square foot, one sign no larger than 18" X 24" advertising the property for sale or rent, or signs used by the developers or a builder to advertiss the property during the initial sales and construction period. This restriction, however, shall not be construed to prohibit ornamental plates designating the name of the resident or the owners thereof.
12. **GARBAGE AND REFUSE DISPOSAL.** 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 containers, pending collection and removal. All must be contained on lot, not street. All incinerators or other equipment for the temporary storage or disposal of such materials shall be kept in a clean and sanitary condition.
13. **EXISTING STRUCTURES.** No existing structure, residential or otherwise, shall be moved onto any lot in said subdivision, nor shall any dwelling therein be occupied prior to its completion.
14. **OIL AND MINING OPERATIONS.** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

- 15. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that no more than 2 dogs, 2 cats or other usual small household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose and provided that they are not permitted to cause damage, constitute a nuisance or run at large in neighborhood.
- 16. **ENFORCEMENT.** The failure on the part of any of said parties affected by these restrictions, at any time to enforce any of the provisions hereof, or of any existing violation thereof, shall in no event be deemed a waiver thereof; nor shall be invalidation of any of said reservations, conditions, agreements, covenants and restrictions by judgement or court order affect any of the provisions hereof, which shall remain in full force and effect.
- 17. **AERIALS.** No television or radio aerial or antenna shall be erected or placed on any residential structure which is more than six feet in height above the highest point on the building or structure upon which it is erected (exclusive of chimney). No rotary beams, separate towers or other similar devices shall be located on any lot. Measures should be taken to place arials and antennas in the least visible position possible. Cable receiving dishes or any electronic receiving devices are acceptable if not visible from the street.

Should any suit or action be instituted by any of said parties to enforce any of said reservations, conditions, agreements, covenants and restrictions, or to restrain the violation of any thereof, after demand for compliance therewith or for the cessation of such violation and failure to comply with such demand, then and in either of said events and whether such suit or action be reduced to decree or not, the part instituting such suit or action shall be entitled to recover from the defendants therein such sum as the court may adjudge reasonable attorney fees in such suits or actions, in addition to statutory costs and disbursements.

IN WITNESS WHEREOF, the undersigned have caused this Declaration to be executed this 12 day of March, 2008.

By and for SUN COUNTRY HOMES OF POST FALLS, INC.

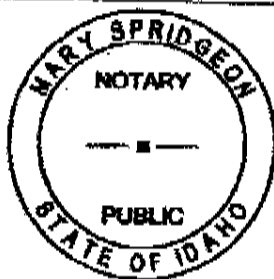
Lacy K. Weed
Lacy K. Weed
Authorized Signor

Lacy K. Weed
Bryan Weed

STATE OF IDAHO)
County of Kootenai) ss.

I certify that I know or have satisfactory evidence that Lacy K. Weed is the person who appeared before me, and said person acknowledged that she signed this instrument, on oath stated that she was authorized to execute the instrument and acknowledged it as the Authorized Signor of Sun Country Homes of Post Falls, Inc. a Idaho corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED: 3-12-08



Mary Spridgeon
Notary Public in and for the State of IDAHO
Idaho, residing in Coeur D'Alene, Post Falls
My appointment expires: 7/3/2012

