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**STATEMENT OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

This Declaration made on this 28th day of December 2001, by and between Idaho Building Corporation, Hubert Bell, current owners of Tract 1, B. Yvonne Carlson, current owner of Tract 2 hereinafter referred to as DECLARANT, and Tim and Penny Kylllo, buyers of Tract 1, whose address is , Bonners Ferry, ID ;

WITNESSETH:

WHEREAS, Declarant are or will be the owner(s) or lienholder of all the property located in Boundary County, State of Idaho, more particularly described as follows:

Tract 1, a 4.61 acres tract and Tract 2, a 5.39 acre tract adjacent to each other in Section 10, Township 61 North, Range 1 East, more particularly described on the attached exhibit(s) as: SEE ATTACHED PLAT MAP and LEGAL DESCRIPTION as provided on Schedule A of Title Report from Boundary Abstract Co., Ltd.

WHEREAS, Declarant will convey the said property to the buyer(s) subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarant hereby declares that all the property described above shall be held, sold, and conveyed, subject to the attached road maintenance agreement, and subject to the following easements, restrictive covenants and conditions, all of which are for the purpose of enhancing and protecting the desirability, and attractiveness of the real property. These easements, restrictions, covenants, and conditions shall run with the real property and shall be binding on all parties having or who will acquire any right, title, or interest in the above described properties or any part thereof and shall inure to the benefit of each owner thereof.

**ARTICLE 1**

- 1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Article 2 hereof in their entirety shall apply to all of the above described real estate.

**ARTICLE 2**

- 1. LAND USE AND BUILDING TYPE. No lots shall be used except for single family residential purposes. No building shall be commenced, erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, a private garage or shop not be used in any way for commercial purposes, a detached barn/stall for horse(s), and any other related buildings so long as said related buildings are first approved by the Architectural Control Committee.

2. **ARCHITECTURAL CONTROL.** No buildings shall be commenced, erected, placed, or altered on any lot until the construction plans for said building, and the construction specifications for said building have been approved in writing by the Architectural Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location of the building. Location as to topography, watershed after building and landscape is erected, and setbacks in relation to other building sites in the development will be considered by the Architectural Committee when reviewing the construction plans and prior to written approval. Site plans for construction must be submitted to the Architectural Committee prior to building.
3. **DWELLING QUALITY AND SIZE.** No dwelling shall be permitted on any lot containing less the 1200 square feet for a single story building, exclusive of open porches, carports, and/or garages without majority approval of the Architectural Committee. No mobile homes, "manufactured" or modular dwellings of any kind will be permitted at any time.
4. **BUILDING LOCATION.**
  - a. No building shall be located on any lot nearer to the front line or nearer to the street line than a minimum of 25' from the east or west line, and not to interfere with a view window for the adjacent building. Specifically the buildings shall be located on each site to complement each lot and not to detract from other building sites where a view is in question.
  - b. Notwithstanding the above, no building shall be commenced, erected, placed on a reserved easement as it appears on the final Plat which is attached hereto and on file with the Recorder's office of Boundary County, State of Idaho.
5. **EASEMENTS.** An easement of 30 feet for installation and maintenance of utilities on the existing road as built on December 31, 2001 is attached to the plat of these properties and shall run with the land in perpetuity for the express use of the owners of Tract 1 and Tract 2 only. 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. The easement area of said lot and all improvements in it shall be maintained continuously by the owners using the easement except for those improvements for which a public authority of a utility company is responsible. All electric power lines, telephone lines, and cable television lines, if any, are to be buried underground.

6. **ROAD EASEMENT AND MAINTENANCE AGREEMENT.** An easement of 30 feet for ingress and egress on the existing road as built on December 31, 2001 is attached to the plat of these properties and shall run with the land in perpetuity for the express use of the owners of Tract 1 and Tract 2 only. Any improvements or maintenance of the road shall be shared 50-50 between owners of Tract 1 and Tract 2, and any costs related to the maintenance or improvement of said road shall be first approved as to cost and what shall be done to the road, if anything, in writing prior to any of the owners incurring cost for same.
7. **NUISANCES AND MAINTENANCE.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood, at all time promoting the general aesthetic qualities of the project. Specifically this applies to the fact that no vehicles of any type that are not in working condition be kept on the property.
8. **TEMPORARY STRUCTURES.** No structure of a temporary nature, character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently. During the construction of any residence, it shall be permissible for the builder or contractor to place a temporary office and tool shed on the premises which shall be removed immediately following the completion of the building.
9. **LIVESTOCK AND POULTRY.** No animals, livestock or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, llamas, or horses or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and so long as care given such animals is accomplished in such a way as to not constitute a source of annoyance to any adjoining property owner, nor as to interfere with the existing wild game traffic in the area.
10. **GARAGE AND REFUSE DISPOSAL.** No lot shall be used or maintained as a dumping ground for rubbish, trash of any type, unused junk cars, non-working vehicles or any other type of rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers.
11. **SEWAGE DISPOSAL.** All lot owners are responsible for the installation and maintenance of their own individual septic systems. Should a public sewer system ever come into the area, all individual lot owners are required to connect to said public system at their own cost, if any.
12. **FENCING.** No fences shall be erected in the subdivision that shall obstruct the pathway of the road easement.

13. REFUSE. Refuse piles or other unsightly objects or material shall not be allowed to be placed or remain upon the easements. The Architectural Committee or its agents shall have the right to enter upon said lands and remove such refuse piles or other unsightly objects or materials at the expense of the owner of said refuse and such entry shall not be deemed a trespass, and owner shall be liable for costs incurred relative to this action.
14. PARKING. Parking on the properties shall be in a garage, carport, shop or within an approved parking area. At no time shall any vehicles be parked on the main road in this project.
15. CONSTRUCTION TIME LIMITATIONS. All construction of a residential nature must be completed as to the exterior of the dwelling within 12 months from commencement of the construction.
16. FUTURE SUBDIVISION. Any future subdivision of any lot, shall be subject to approval by the Planning and Zoning Commission of Boundary County and any and all applicable laws of said County at the time of subdivision.
17. PUBLIC DEDICATION. Other than land dedicated to public use as it appears in the Final Plat of this project, no further lot, parcel or tract of land may be dedicated to public use without the approval of the Architectural Committee.

### ARTICLE 3. ARCHITECTURAL COMMITTEE

1. REVIEW BY COMMITTEE. The Architectural Committee is composed of original owners of Idaho Building Company., an Idaho corporation. Upon sale of all of the lots and parcels in this project the Architectural Committee responsibilities shall be transferred to the owner(s) of each lot, the owners being the person who has fee ownership in the tract of land or the person having an installment purchase contract from the fee owner, shall be entitled to one vote per lot. Any change in the structure of the Architectural ommittee shall require a 100 percent written approval of all lot owners. The committee shall have the right to refuse or approve any such plans or specifications , shall have the right to take into consideration the use and suitability of the proposed building or structure and of the materials with which it is to be built, the site upon which any buildings are proposed to be erected, the harmony thereof with the surroundings and the effect of the building(s) with the others in the neighborhood. The committee may in its discretion allow or grant exceptions to these covenants when in its opinion it is advisable to do so.

2. **APPROVAL OR DISAPPROVAL.** The committee's approval or disapproval as required in these covenants, shall be in writing. The approval or disapproval of the Architectural Committee requires a majority vote of the lot owners, when the committee structure is transferred to the lot owners after ALL the lots are sold. In the event the committee fails to approve or disapprove, within thirty (30) days after the plans have been submitted to it, or in any event, of 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 fully complied with.

3. **COMPENSATION.** The members of the Committee shall not be entitled to compensation for services performed pursuant to this covenant.

#### ARTICLE 4. GENERAL PROVISIONS

1. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty 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 the majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

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. Costs of enforcing these covenants, including attorney fees and court costs, shall be paid by any person found in violation of said covenants, conditions and/or restrictions.

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

4. **NOTICE.** Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have properly given when mailed, postage prepaid, to the last known address of the person who appears as owner of record at the time of such mailing.

5. **CONTRACTS.** Every person, who by written contract agrees to purchase any lot, tract, or parcel of land herein described, will be deemed to have made and accepted such contract and agreed to purchase the lands herein described subject to all of the restrictions and conditions herein contained.

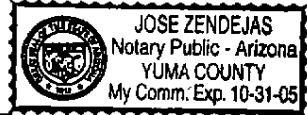
- 6. DEEDS. Every person, who by deed becomes the owner of any lot, tract, or parcel of land hereinabove described, will be deemed to have made and accepted such contract and agreed to purchase the lands herein described subject to all of the restrictions and conditions herein contained.

ARTICLE 5

Attest

IN WITNESS WHEREOF, Idaho Building Company, Hubert Bell, owner,  
 B. Yvonne Carlson, owne and Tim & Penny Kylo, buyers has executed this document this  
 \_\_\_ day of January 2002.

STATE OF ARIZONA Notarized only  
 COUNTY OF YUMA Hubert Bell  
 This instrument was acknowledged before me this  
 14 day of January 2002  
 by Jose Zendejas  
 Jose Zendejas  
 Notary Public



Hubert Bell  
 Hubert Bell, Owner Tract 1

B. Yvonne Carlson  
 B. Yvonne Carlson, Owner Tract 2

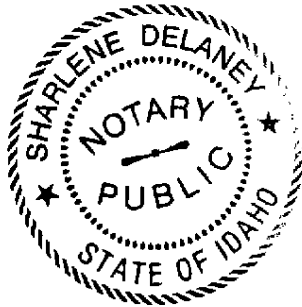
Tim Kylo  
 Tim Kylo, Buyer Tract 1

Penny Kylo  
 Penny Kylo, Buyer Tract 2

STATE OF IDAHO )  
 ) Ss  
 County of Boundary )

STATE OF IDAHO )  
 ) ss.  
County of Boundary )

On this 22nd day of January, 2002, before me, the undersigned Notary Public, personally appeared **B. YVONNE CARLSON**, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.



Sharlene Delaney  
Notary Public for Idaho  
Residing at Bonners Ferry  
Com. Expires: 10/07/03

STATE OF IDAHO )  
 ) ss.  
County of Boundary )

On this 24th day of January, 2002, before me, the undersigned Notary Public, personally appeared **TIM KYLLO and PENNY KYLLO**, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sharlene Delaney  
Notary Public for Idaho  
Residing at Bonners Ferry  
Com. Expires: 10/07/03

STATE OF IDAHO }  
County of Boundary } ss

Filed for record at the request of Boundary Abstract  
on 1-25-02 at 2:52 and recorded in  
Book 146 of Instruments on page 530  
Diane M. Cartwright  
County Recorder Dms Waye  
By Deputy  
Fee \$ 21.00 chg  
Mail to Boundary Abstract