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STATE OF IDAHO } ss
County of Boundary }
Filed By: Boundary Abstract
on 1-31-06 at 3:15
Glenda Poston
County Recorder C Peterson
By Deputy
Fee \$ 12.00 Chg
Mail to BA

224851

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS**

KNOW ALL PERSONS BY THESE PRESENTS, that DAVID COLLINS and LINDA COLLINS, husband and wife, are the owners of the following described real property in Boundary County, Idaho:

PARCEL 1:

A tract of land situated in the Southwest quarter of Section 15, Township 60 North, Range 1 West, of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Commencing at a point on the West line of Section 15 which is South 00°26'30" East, 1049.30 feet from the West quarter corner of Section 15; thence leaving said West line North 89°32'02" East, 1122.28 feet to the Southeast corner of Lot 10 of the Amended Plat of Kootenai Orchards as recorded in Book 2 of Plats, page 72, as Instrument No. 195834 of Boundary County, Idaho records, thence along the East line of the Amended Plat of Kootenai Orchards North 00°27'58" West, 873.30 feet to the Southwest corner of Lot 15 of the Amended Plat of Kootenai Orchards; thence along the South line of said Lot 15, North 89°32'02" East, 504.92 feet to the Southeast corner of Lot 15 and the TRUE POINT OF BEGINNING; thence North 89°32'02" East, 490.94 feet to the West line of those parcels shown and described on Record of Survey, Book 4 of Surveys, page 273, as Instrument No. 204650; thence along said West line South 00°48'36" West, 918.01 feet to the North line of a 60 foot wide access and utility easement as shown on Book 5 of Surveys, page 71; thence leaving said West line and along said North line the following 3 courses: North 79°55'07" West, 162.44 feet; thence on a curve to the left, having a central angle of 10°32'51", a radius of 872.51 feet, for an arc length of 160.62 feet (chord = North 85°11'32" West, 160.39 feet); thence North 89°32'02" East, 163.27 feet; thence leaving

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said North line North 00°20'02" East, 873.39 feet to the TRUE POINT OF BEGINNING.

PARCEL 2:

A tract of land situated in the Southwest quarter of Section 15, Township 60 North, Range 1 West, of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Commencing at a point on the West line of Section 15, which is South 00°26'30" East, 1049.30 feet from the West quarter corner of Section 15; thence leaving said West line North 89°32'02" East, 1122.28 feet to the Southeast corner of Lot 10 of the Amended Plat of Kootenai Orchards as recorded in Book 2 of Plats, page 72, as Instrument No. 195834 of Boundary County, Idaho records and the TRUE POINT OF BEGINNING; thence along the East line of the Amended Plat of Kootenai Orchards North 00°27'58" West, 873.30 feet to the Southwest corner of Lot 15 of the Amended Plat of Kootenai Orchards; thence along the South line of said Lot 15, North 89°32'02" East, 504.92 feet to the Southeast corner of Lot 15; thence South 00°20'02" West, 873.39 feet to the North line of a 60 foot wide access and utility easement as shown on Book 5 of Surveys, page 71; thence along said North line North 89°32'02" West, 492.73 feet to the TRUE POINT OF BEGINNING.

WHEREAS, said owners desire to place certain restrictions on the use of the real property described above for the benefit of the owners and their grantees, successors or assigns, in order to establish and maintain the character and value of the real property and quality of life on the property described above,

NOW, THEREFORE, the owners do hereby impose, establish, publish, and acknowledge the following protective covenants, conditions and restrictions upon the real property described above, and upon all present and future owners of said real property, as follows:

1. All utilities shall be underground, and the utilities for each parcel shall be installed at the sole cost and expenses of the owner of said parcel, including without limitation, any hookup charges by utility companies.

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2. Any residence constructed on each parcel shall have a minimum of 1,200 square feet of floor space, excluding open porches, decks and garages.
3. No mobile homes, trailers or other prefabricated structures shall be placed on any parcel as a residence. Temporary living quarters may be placed on a parcel during construction for a period not to exceed 12 months.
4. All lots shall be maintained in a clean and neat condition, free from accumulations of manure, equipment, garbage or other debris. No noxious or offensive activity shall be concluded on a parcel, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

These covenants, conditions and restrictions shall remain in effect for a period of 10 years from their recording date, and shall be automatically renewed for consecutive 10-year periods, unless amended or revoked by a vote of 100% of the parcel owners affected hereby, one vote for each parcel, including any subdivisions of the parcels described above.

These covenants, conditions and restrictions shall run with the land described herein, and any subdivision thereof, and shall be binding upon and inure to the benefit of all present and future owners of the parcels described herein. These covenants, conditions and restrictions are for the benefit of the owners of the real property described above, and may be enforced in law or in equity by the owners of any of said parcels or subdivisions thereof. Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or contract of sale or agreement of purchase, accepts the same subject to these covenants, conditions and restrictions, and agrees to be bound by the same.

In the event of invalidation by a court of law of any of the provisions recited herein, such invalidation shall not affect the validity of any other portion of this document, which shall remain in full force and effect.

IN WITNESS WHEREOF, the owners have executed this Declaration this 27th day of Jan, 2006.

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David Collins
DAVID COLLINS

Linda Collins
LINDA COLLINS

STATE OF IDAHO)
) ss.
County of Bonner)

This day personally appeared before me, the undersigned Notary Public, DAVID COLLINS and LINDA COLLINS, known to me to be the persons whose signatures are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 27th day of Jan., 2006.

Verna J. White
Notary Public
Residing at: Woodpoint
Comm. Exp.: 4/16/10

