

0177458

DECLARATION OF RESTRICTIVE COVENANTS

REAL PROPERTY:

The Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Lot Five (5), and all that part of the Southeast Quarter of the Southwest Quarter (SE1/4 SW1/4) East of U.S. Highway No. 2 (as it existed August 10, 1976), in Section Ten (10), Township Sixty-one (61) North, Range Three (3) East, B.M., Boundary County, Idaho.

AND ALSO

All that part of Section Fifteen (15), Township Sixty-one (61) North, Range Three (3) East, B.M., Boundary County, Idaho, lying East of U.S. Highway No. 2 (as it existed August 10, 1976).

PURPOSE: The purpose of these covenants is to preserve the natural endowments of the real property, and insofar as possible, to keep the real property desirable, valuable and attractive. The further purpose of these covenants is to prevent or limit degradation, erosion and disfiguration of the real property.

The covenants hereinafter provided are to run with the land and shall be binding upon all persons claiming under the Grantor and their successors in interest and assigns.

I.

DURATION

These covenants shall initially run for a period of five (5) years. At the expiration of the five (5) year period, these covenants shall automatically extend for successive five (5) year periods until at least seventy five (75%) percent of the property owners of the real property vote to terminate, modify or amend said covenants.

II.

LAW

STATE OF IDAHO }
County of Boundary } SS

Use of the property within the subdivision shall at all times be in conformity with the

Filed for record at the main recording office of Boundary County and the State of Idaho, on the 3rd day of May 1995 at 3:11 o'clock P.M., and recorded in Book 101 of Inscr. on page 315
Walter Larsen
Kris Larson
County Recorder
Deputy

III.

RESIDENTIAL AND SUBDIVISION

All real property in said subdivision is restricted to residential use. However, an office

By C. Thorsen
Fee \$ 30.00
Mail to HC 1, Box 380, Spirit Lake
83869

or studio may be maintained within a single family residence. No other commercial or business activity shall be engaged in. This shall not preclude any property owner from renting or leasing any improvements on the real property providing any tenants and lessees shall be bound by these restrictive covenants. With the exception of Tract 1 being ^(Approx.) 8 acres in size, the initial lot sizes in this subdivision shall be not less than twenty (20) acres. Where allowed by law, those parcels may be subdivided once into parcels of not less than ten (10) acres. No further subdivision of the real property shall be allowed. Parcel sizes shall include road and utility easements. All subdivision shall be in conformity with state and local laws and ordinances.

IV.

HOUSES

Only single family residences may be constructed on the real property. Only one (1) single family residence may be constructed per parcel of real property herein. All structures may be no higher than two levels. All structures must have colored metal, tile or fireproof roofs. All structures must be situated on a permanent foundation.

Manufactured homes, as defined by Idaho Code Section 39-4105 or its amendments, and built after 1980, shall be allowed providing they are placed on a permanent foundation. All running gear must be removed from the manufactured home.

In addition to a single family residence, each parcel owner may erect a guest house. Said guest house must be constructed contemporaneously with, or after, the construction of the single family residence. No duplexes, triplexes or similiar structures may be constructed on the real property. All residences, guest houses and manufactured housing must be painted or stained with colors that will blend with the surrounding environment. All chimneys are to

be stone, brick or black painted metal.

All exterior construction must be completed within 18 months of the start of that construction.

V.

RECREATIONAL VEHICLES

Recreational vehicle trailers and motor homes may be stored on the real property. Each parcel owner may live in a recreational vehicle, trailer or motor home for up to 6 months (180 days) providing all health and sanitary laws regulating sewage and waste disposal are followed.

VI.

OUTBUILDINGS

Outbuildings and garages may be constructed on the real property contemporaneously with, or after, the construction of the single family residence or installation of a manufactured home. Said outbuildings and garages will be constructed similar in design, construction and color to the single family residence constructed on the lot. All exterior construction must be complete within 18 months of the start of that construction.

VII.

STORAGE

No bulk materials, metals, refuse, yard debris, trash, manure, derelict vehicles, hazardous or toxic chemicals shall be kept, stored or allowed to accumulate on any lot except building materials during the course of construction of an approved structure and machinery as is usual in the construction or maintenance of an approved structure. Outside wood piles will be permitted but must be tidy and orderly at all times. Outside storage of trash shall be

confined in no more than three (3) standard size garbage cans.

a) GOOD REPAIR

All real property will be maintained in good repair and appearance at all times.

b) NOXIOUS ODORS

No noxious or offensive odors shall be allowed on the real property.

c) HAZARDOUS ACTIVITY

No hazardous activity shall be conducted on any portion of the real property. No fireworks may be discharged on any portion of the real property.

VIII.

SETBACK

No single family residence, guesthouse, outbuilding, garage or similiar structure shall be placed within or over a setback area. A "setback area" means that portion of a lot which lies between a road on which the lot fronts or a side line of adjacent parcels. The setback line for each lot from the boundary of the road or adjacent parcels of real property shall be thirty (30) feet.

IX.

ROADS AND EASEMENTS

All roads within the subdivision shall be pursuant to the copy of the Record of Survey attached hereto as Exhibit A and in accordance with the Record of Survey filed on 3-3-95 At 1:45pm as Instrument # 177454 records of Boundary County, Idaho. All roads and easements shall be as shown on said Plat. All road easements shall also be easements for utilities (electricity, telephone, cable TV, gas lines, sewer lines, water lines).

No gate or obstructions shall be placed upon or block any road easement set forth herein.

X.

SIGNS

With the exception of a sign no larger than nine square feet identifying the ownership of the tract and address, architect or contractor during construction, advertising a home or tract for sale, or as may be required by law, no signs or advertising devices, including, but not limited to, commercial, political, informational, or directional signs shall be erected or maintained on any property, except signs approved in writing by the property owners association as to size, color and location.

XI.

WATER AND SEWER

Each structure or residence designed or utilized for occupancy by persons shall have adequate water, sewer and sanitation facilities provided by the parcel owner. All water systems and septic systems shall be constructed and maintained in compliance with all local, state and federal laws and regulations.

XII.

a) WILD ANIMALS

No property owner shall purposefully engage in any activity to attract wild animals, except birds, to any parcel of real property.

b) LIVESTOCK

All livestock residing on any parcel of real property herein must be fenced in by the owner of the livestock. No property owner shall operate a commercial poultry, hog, goat, sheep, buffalo or cattle operation or feed lot on any parcel. The real property may not be

overgrazed and manure shall not be allowed to accumulate.

c) DOMESTIC ANIMALS

Domestic animals must be restrained on any parcel of real property herein. No domestic animals shall be allowed to run at large or in packs.

XIII.

GROUND COVER AND VEGETATION

All surface areas on any parcel not occupied by buildings, structures, houses or parking areas shall be kept in a natural condition (including grass or garden). Surface areas damaged by construction shall be seeded and returned to a natural condition.

XIV.

UTILITIES LINES

All individual utility lines from the main line, located in the easement designated herein, must be buried underground. Residences may have television and radio antennas or satellite dishes.

XV.

OUTSIDE BURNING

No outside burning of any vegetation or materials shall be allowed unless appropriate precautions have been taken. These precautions shall include the following:

- a) a fire extinguisher at the burning site;
- b) an adequate supply of water at the burning site;
- c) a person in attendance at all times while the fire is burning;
- d) a fire break completely surrounding the burn area.

XVI.

FENCES

No fence shall be erected which is higher than five (5) feet in height. All fences must be uniform in construction and must be constructed of new materials.

XVII.

MINING

No mining, quarrying, tunneling, excavating for any substance, including minerals, petroleum, gravel, sand, rock, above or below ground, shall be permitted. This provision shall not preclude excavation for a sewer system, roadway, or for a foundation for an allowed structure, nor for the drilling of a water well.

XVII.

TIMBER

No timber shall be sold, cut or removed from any parcel of real property, except for the following: 1) that necessary to build an allowed structure, roadway, or for utility lines; 2) diseased, dying or dead timber may be removed only for the personal use of the owner of the real property; 3) the selective harvest of standing timber over ten (10) inches in diameter, breast high, to be removed only in accordance with State law, sound logging and conservation practices.

XIX.

PROPERTY OWNERS ASSOCIATION

The property owners of all parcels of real property herein shall be required to form a Property Owners Association. Every property owner shall be a member of that association. Each lot shall have one (1) vote in the association for its owner. Any lot, that is subdivided from an original lot, shall have only one-half (1/2) of a vote. Membership in the association shall expire automatically upon the termination of ownership. The association shall have the

following powers:

- a) Construction, maintenance and of improvement of all common roadways and easements (excluding private driveways) as it deems necessary to benefit the owners;
- b) Enforcement of all covenants and restrictions;
- c) Promulgation of rules and regulations;
- d) Collection of assessments and fees;
- e) Upon the determination that there exists on a parcel of real property an undesirable or unsafe condition, the right to request and enforce the correction or removal thereof;
- f) Provision of such services to owners as it shall deem to be of benefit to the owners;

XX.

VIOLATION

If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person owning real property in the subdivision or the Property Owners Association to institute proceedings at law or in equity to enforce the provisions of this instrument.

XXI.

INVALIDATION

Invalidation of one or more of the provisions of this instrument by court order shall not effect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, This instrument is executed this _____ day
of _____, 1995.

Daniel L. Bedwell
DANIEL L. BEDWELL

Annie Bedwell
ANNIE BEDWELL

Walter Larsen
WALTER LARSEN

Marcy Larsen
MARCY LARSEN

STATE OF Idaho)

County of Kootenai)

On this 2nd day of May, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared DANIEL L. BEDWELL and ANNIE BEDWELL, known to me to be the persons whose names 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 affixed my official seal the day and year in this certificate first above written.

Debbie A. Adell
NOTARY PUBLIC for
Residing at Rathdrum
Commission expires: 9/29/97

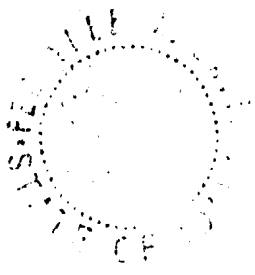
STATE OF Idaho)

County of Bonner)

On this 3rd day of May, 1995, before me, the undersigned, a Notary Public in and for said State, personally appeared WALTER LARSEN and MARCY LARSEN, known to me to be the persons whose names 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 affixed my official seal the day and year in this certificate first above written.

Joseph A. Smith
NOTARY PUBLIC for
Residing at Priest River
Commission Expires: March 1997.



RECORD OF SURVEY

Sections 10 & 15,
Township 61 North, Range 3 East,
of the Boise Meridian,
Boundary County, Idaho

Walt Larsen

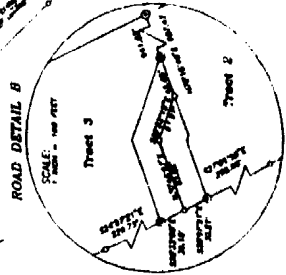
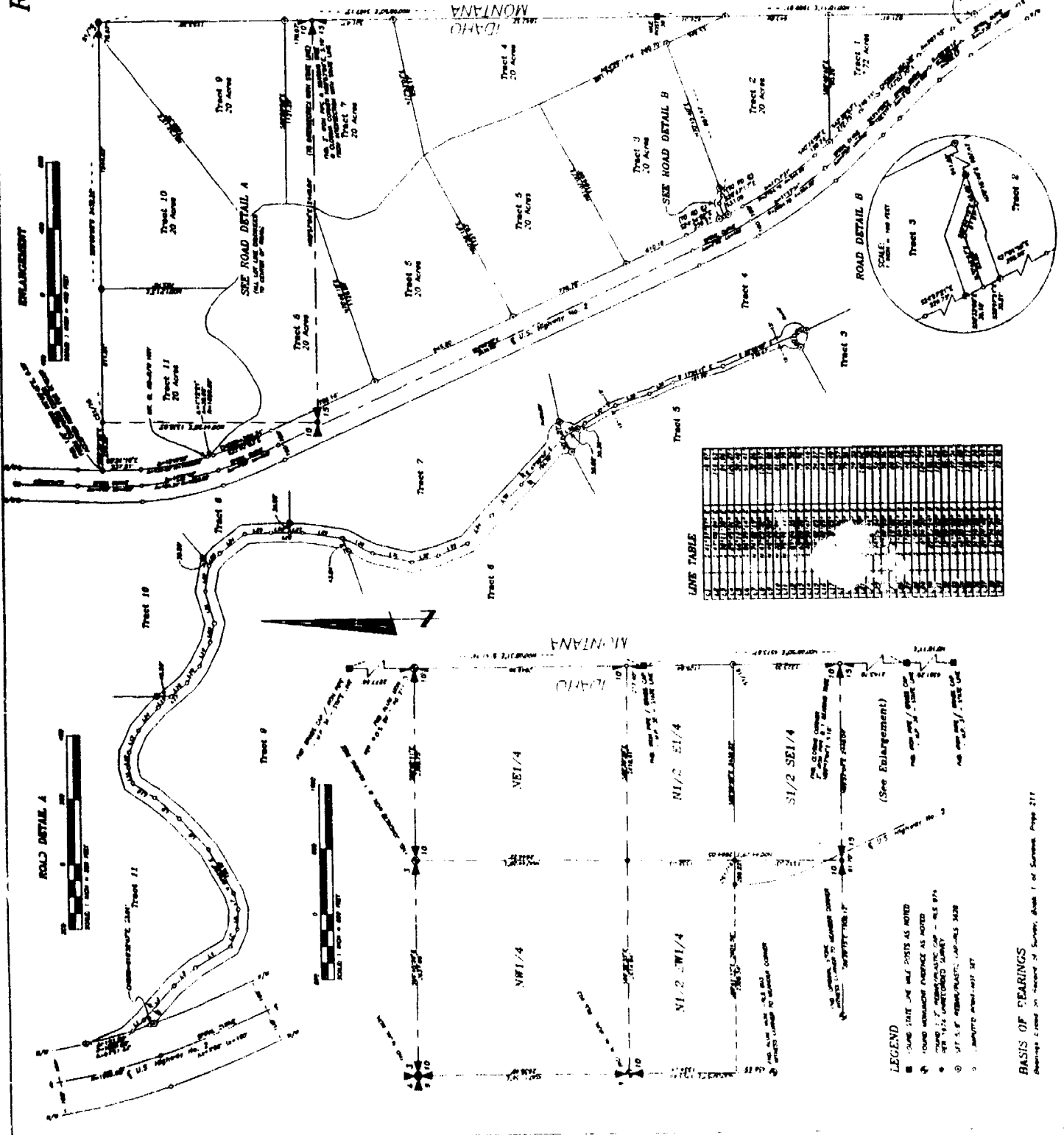
SURVEYOR'S CERTIFICATION
I, James B. Stokes, Idaho State Surveyor No. 30228, do hereby certify that the above is a true and correct copy of the original survey as filed in my office and that the same is in accordance with the laws and procedures of said State.



COUNTY RECORDER

The original of this record was filed for record in the office of the County Recorder, Boundary County, Idaho, on the 15th day of _____, 19__.

J.R.S. SURVEYING, INC.
100 Bldg. 415-446 North Main
BOISE, IDAHO 83725
JAMES B. STOKES, SURVEYOR
J.R.S. SURVEYING, INC.



LINE TABLE

LINE NO.	BEARING	DISTANCE	REMARKS
1	N 10° 00' 00" E	100.00	SECTION CORNER
2	N 89° 00' 00" W	100.00	SECTION CORNER
3	S 10° 00' 00" E	100.00	SECTION CORNER
4	S 89° 00' 00" W	100.00	SECTION CORNER
5	N 10° 00' 00" E	100.00	SECTION CORNER
6	N 89° 00' 00" W	100.00	SECTION CORNER
7	S 10° 00' 00" E	100.00	SECTION CORNER
8	S 89° 00' 00" W	100.00	SECTION CORNER
9	N 10° 00' 00" E	100.00	SECTION CORNER
10	N 89° 00' 00" W	100.00	SECTION CORNER
11	S 10° 00' 00" E	100.00	SECTION CORNER
12	S 89° 00' 00" W	100.00	SECTION CORNER
13	N 10° 00' 00" E	100.00	SECTION CORNER
14	N 89° 00' 00" W	100.00	SECTION CORNER
15	S 10° 00' 00" E	100.00	SECTION CORNER
16	S 89° 00' 00" W	100.00	SECTION CORNER
17	N 10° 00' 00" E	100.00	SECTION CORNER
18	N 89° 00' 00" W	100.00	SECTION CORNER
19	S 10° 00' 00" E	100.00	SECTION CORNER
20	S 89° 00' 00" W	100.00	SECTION CORNER

- LEGEND**
- CORNER MARKS AS NOTED
 - FOUND NEARBY CORNER AS NOTED
 - FOUND IN NEARBY CORNER AS NOTED
 - FOUND IN NEARBY CORNER AS NOTED
 - FOUND IN NEARBY CORNER AS NOTED
 - FOUND IN NEARBY CORNER AS NOTED

BASIS OF BEARINGS
Magnetic North in 1915