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STATE OF IDAHO }
County of Boundary } ss
Filed By: Catherine Dullea
on 2-7-05 at 4:55
Glenda Poston
County Recorder C. Wolfe
By Deputy
Fee \$ 12.00 pd
Mail to Jim Dustman
2224 Sandcreek Ln
Sandpoint, Id. 83864

COVENANTS, CONDITIONS AND RESTRICTIONS AND ROAD MAINTENANCE AGREEMENT

WHEREAS, JAMES L. DUSTMAN and WESLEY ANN DUSTMAN,
husband and wife, are the owners of the following described real
property:

The North half of the Northwest quarter of the Southwest
quarter of the Southwest quarter of Section 13, Township 60
North, Range 1 West, Boise Meridian, Bonner County, Idaho.

LESS:

Being a portion of the North half of the Northwest quarter of the
Southwest quarter of Section 13, Township 60 North, Range 1
West, Boise Meridian, Boundary County, Idaho, more particularly
described as follows:

Commencing at the West quarter corner of said section; thence
South 89°26'04" East along the North line of said Southwest
quarter, a distance of 872.10 feet to the POINT OF BEGINNING;
thence continuing South 89°26'04" East along said North line, a
distance of 435.95 feet to the Northeast corner of said North half
of the Northwest quarter of the Southwest quarter; thence South
0°04'35" East along the East line of said North half of the
Northwest quarter of the Southwest quarter, a distance of
657.84 feet to the Southeast corner of said North half of the
Northwest quarter of the Southwest quarter; thence North
89°29'59" West along the South line of said North half of the
Northwest quarter of the Southwest quarter, a distance of
376.04 feet; thence North 0°01'36" West, 328.19 feet; thence
North 0°07'02" West, 327.15 feet to the POINT OF BEGINNING.

(hereinafter "remainder parcel").

AND WHEREAS, WESLEY ANN DUSTMAN, a married woman as
her sole and separate property, and spouse of JAMES L. DUSTMAN, is
the owner of the following described real property:

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Being a portion of the North half of the Northwest quarter of the Southwest quarter of Section 13, Township 60 North, Range 1 West, Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Commencing at the West quarter corner of said section; thence South 89°26'04" East along the North line of said Southwest quarter, a distance of 872.10 feet to the POINT OF BEGINNING; thence continuing South 89°26'04" East along said North line, a distance of 435.95 feet to the Northeast corner of said North half of the Northwest quarter of the Southwest quarter; thence South 0°04'35" East along the East line of said North half of the Northwest quarter of the Southwest quarter, a distance of 657.84 feet to the Southeast corner of said North half of the Northwest quarter of the Southwest quarter; thence North 89°29'59" West along the South line of said North half of the Northwest quarter of the Southwest quarter, a distance of 376.04 feet; thence North 0°01'36" West, 328.19 feet; thence North 0°07'02" West, 327.15 feet to the POINT OF BEGINNING.

(hereinafter "split parcel").

AND WHEREAS JAMES L. DUSTMAN and WESLEY ANN DUSTMAN, individually and as husband and wife, wish to protect the values of the remainder parcel and split parcel,

NOW, THEREFORE, in consideration of the mutual covenants and agreements made herein, the receipt and sufficiency of such consideration being hereby acknowledged by the parties to this document, the undersigned hereby agree as follows:

COVENANTS, CONDITIONS AND RESTRICTIONS

The split parcel shall hereby be bound to the following covenants, conditions and restrictions, which shall run with the land and be binding upon the owners of the split parcel, their heirs, successors and assigns, for the benefit of the remainder parcel and its owners:

1. There shall be no trailers, single-wide manufactured homes, or any manufactured homes which were manufactured prior to 1990, used for residential purposes upon the split parcel.

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2. There shall be no improvements erected or built within 100 (One Hundred) feet of the South property line of the split parcel.
3. Any residence erected or built upon the split parcel shall be at least 1,400 (One Thousand Four Hundred) square feet, exclusive of garage.
4. The owners of the split parcel shall do nothing that shall impair the ability of the owners of the remainder parcel to build and use a driveway from the cul-de-sac located at the Southeast corner of the split parcel, thence Westerly over, under and across the South 30 feet of the split parcel.

ROAD MAINTENANCE AGREEMENT

The owners of the remainder parcel and the owners of the split parcel shall share equally the costs of repair, maintenance and improvement of the driveway which commences at the cul-de-sac located at the Southeast corner of the split parcel, thence Westerly over, under the across the South 30 feet of the split parcel, as follows:

1. No major road work shall be commenced without agreement between the owners of the split parcel and remainder parcel (one vote per parcel) as to the scope and cost of such work. Major repairs include any that would cost over \$1,000.00 (One Thousand and no/100 Dollars). In the event either the owners of the split parcel or remainder parcel unilaterally incur more than \$1,000.00 in costs without such agreement, the owners who incur the costs shall be solely responsible for payment of such costs, and shall indemnify and hold the owners of the other parcel harmless therefrom, including but not limited to ensuring no providers of labor or materials perfect any lien rights under the Idaho Code or common law.
2. Costs for snowplowing shall not be shared unless both the split parcel and remainder parcels are occupied. If only one parcel is occupied, the owners of that parcel shall bear all costs of snowplowing, unless otherwise agreed in writing.
3. In the event the owners of one of the parcels affected hereby cause damage to the road, themselves, or by and or through their agents, said owners shall be responsible for all costs to repair the road to its condition prior to the damage. In the

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event such owners do not repair the road to such condition, the owners of the other parcel shall be entitled to repair said damage and the owners who did not cause the damage shall be entitled to pursue any remedy available by law or in equity to enforce and/or collect payment incurred to repair the damage, and shall be entitled to costs of collection, including reasonable attorneys fees.

- 4. This agreement shall be binding upon the heirs, successors and assigns of the undersigned, and shall be for the perpetual benefit of the split parcel and remainder parcel, unless terminated by recorded agreement executed by the owners of both parcels.

IN WITNESS WHEREOF, the undersigned have set their hands on this 26 day of January, 2005.



 JAMES L. DUSTMAN

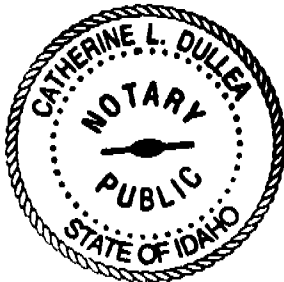


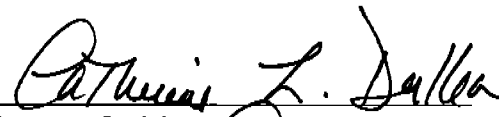
 WESLEY ANN DUSTMAN

STATE OF Idaho)
) ss.
 County of Bonner)

This day personally appeared before me, the undersigned Notary Public, JAMES L. DUSTMAN and WESLEY ANN DUSTMAN, 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 26 day of January, 2005.





 Notary Public
 Residing at: Sandpoint
 Comm. Exp: 8/17/07