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Patricia McNally
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NORMA J. ESTER
County Recorder
By C. Sherron
Deputy
Fee \$ 32.00

CONDITIONS OF PROTECTIVE COVENANTS, Rt. 1, Box 238
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the 13th day of Sept., 1989, by
McNALLY LIMITED PARTNERSHIP, whose business address is Route 1,
Box 238, Bonners Ferry, Idaho 83805, hereinafter referred to as
Declarant;

W I T N E S S E T H :

WHEREAS, Declarant is the owner of all the property located
in Boundary County, State of Idaho, more particularly described
as follows:

Beginning at the northwest corner of the Southeast Quarter
of the Northwest Quarter (SE1/4 NW1/4) of Section Twenty
(20), Township Sixty-two (62) North, Range Two (2) East,
B.M., Boundary County, Idaho; thence South 00 degrees 21'
54" East along the west line of said quarter, 1026.62 feet
to the northerly right-of-way of the Union Pacific Railroad;
thence, along said right-of-way South 66 degrees 05' 45"
East, 198.24 feet; thence on a curve to the left having a
central angle of 02 degrees 53' 55", with a radius of
5629.57 feet, for a distance of 284.81 feet; thence South 70
degrees 00' 12" East, 289.36 feet; thence leaving said
right-of-way South 89 degrees 47' 52" East, 600.03 feet, to
the center of said Section Twenty (20); thence South 00
degrees 12' 33" East, 216.52 feet to the railroad
right-of-way; thence along said right-of-way South 70
degrees 00' 13" East, 95.54 feet; thence on a spiral curve
to the left for a distance of 182.58 feet (centerline: a =
5, Δ = 10, L = 200); thence on a circular curve to the
left having a central angle of 60 degrees 11' 49", with a
radius of 472.97 feet, for a distance of 496.92 feet; thence
on a spiral curve to the left for a distance of 182.58 feet
(centerline: a = 5, Δ = 10, L = 200); thence North 29
degrees 35' 43" East, 41.00 feet; thence on a spiral curve
to the right for a distance of 217.42 feet (centerline: a =
5, Δ = 10, L = 200); thence on a curve to the right having
a central angle of 48 degrees 09' 00", with a radius of
672.94 feet, for a distance of 565.54 feet; thence on a
spiral curve to the right for a distance of 217.42 feet
(centerline: a = 5, Δ = 10, L = 200); thence on a spiral
curve to the left for a distance of 182.59 feet (centerline:
a = 5, Δ = 10, L = 200); thence on a circular curve to the
left having a central angle of 75 degrees 40' 12", with a
radius of 472.96 feet, for a distance of 624.63 feet; thence
on a spiral curve to the left for a distance of 182.59 feet

(centerline: a = 5, Δ = 10, L = 200); thence North 02 degrees 04' 31" East, 18.64 feet; thence on a spiral curve to the right for a distance of 217.42 feet (centerline: a = 5, Δ = 10, L = 200); thence on a circular curve to the right having a central angle of 06 degrees 34' 46", with a radius of 672.96 feet, for a distance of 77.28 feet to the north line of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4); thence along the north line of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) and the Southwest Quarter of the Northeast Quarter (SW1/4 NE1/4) South 89 degrees 58' 09" West, 2381.68 feet; thence along the north line of the Southeast Quarter of the Northwest Quarter (SE1/4 NW1/4) North 89 degrees 52' 32" West, 1320.01 feet to the TRUE POINT OF BEGINNING.

WHEREAS, Declarant will convey the said property 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 following easements, restrictive covenants and conditions, all of which are for the purpose of enhancing and protecting the value, 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 I

Area of Application

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 II

Residential Covenants

1. LAND USE AND BUILDING TYPE. No lots shall be used except for single family residential purposes. No buildings shall be commenced, erected, altered, placed, or permitted to remain on any lot other than those 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 and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finished grade elevation. No fence, walls or shrubbery shall be commenced, erected, placed, altered, or planted on any lot without approval of the Architectural Control Committee.

3. DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any lot at a cost of less than Forty Thousand Dollars (\$40,000) based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1080 square feet for a one story dwelling nor less than 1200 square feet for a dwelling of more than one story.

4. SPECIAL PROVISION ON ROOFING. Roofs shall only be constructed with fire proof roofing material. Wood roofing material is allowed if treated with fire proof material. "Fire proof roofing" and "fire proof material" must comply with the specifications for such material and roofing as outlined in the Uniform Building Code, current as of the date of construction.

5. BUILDING LOCATION. A. Lot Line Set Back: No building shall be located on any lot without approval of the Architectural Control Committee.

B. No Construction on Easements: Notwithstanding the above, no building shall be commenced, erected or placed on a reserved easement as it appears on the Final Plat of the French Point Subdivision on file with the Recorder's Office of Boundary County, State of Idaho.

6. NUISANCES. 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.

7. TEMPORARY STRUCTURES. No structure of a temporary 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.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. 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.

10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose and so long as the care given such animals is accomplished in such a way as to not constitute a source of annoyance to any adjoining property owner. Further, this restriction shall not be considered to prohibit any person from riding a horse about his premises so long as it is not kept or boarded on the premises overnight.

11. 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. The burning in outside incinerators, barbecue pits and the like is prohibited, it being intended that all refuse, trash, garbage, and the like shall be hauled from the subdivision.

12. SEWAGE DISPOSAL. No individual sewage-disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Idaho Department of Health and Welfare and Panhandle Health District. Approval of such system as installed shall be obtained from such authority. A sewage disposal system is required.

13. USE RESTRICTIONS. No manufacturing or commercial enterprises shall be conducted or maintained upon or in connection with any residential lot or lots, nor shall said lot or lots, in any way, be used for other than strictly residential purposes except that professional offices may be maintained within the main dwelling upon specific approval by the Architectural Control Committee in each case.

14. REFUSE. Refuse piles or other unsightly objects or material shall not be allowed to be placed or remain upon the premises or easements. The Architectural Control 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 and such entry shall not be deemed a trespass, and owner shall be liable for costs incurred relative thereto.

15. PARKING. No commercial-type vehicles and no trucks shall be stored or parked on any lot, except in a closed garage, nor parked on any street. Cars and pickups belonging to a lot owner shall be regularly parked off the street.

16. TRAILER AND BOAT PARKING. House trailers or mobile homes shall not be stored or parked on any lot except in a closed garage, nor regularly parked on any residential street or alley. That type of trailer commonly known as a camping trailer, and boats may be parked by the owner so long as such camping trailer or boats are parked in the rear of the dwelling and within forty (40) feet of the dwelling or in a closed garage. To be at the rear of the dwelling shall be deemed to mean the space between the side building lines extended to the rear of the lot. The rear of the dwelling shall be that side opposite the street on inside lots and on corner lots shall be determined by the Architectural Control Committee.

17. GRAVEL PITS. No gravel pit or sand pit shall be maintained or operated on any lot.

18. OBSTRUCTIONS. Outside clothes lines, aerials, antennas, towers or similar structures must be approved by the Architectural Control Committee.

19. BUILDING MATERIALS. All materials used in the construction, alteration or remodeling of any building, wall, fence, or other structure shall be new and of good quality and design.

Used materials of good quality may be used in exceptional circumstances, providing the written approval of the use of such materials is first obtained from the Architectural Control Committee.

20. SURFACE WATER. No owner shall collect water at one point and discharge same on to an adjoining lot nor in any way change the natural drainage so as to unduly change the amount of water which runs onto an adjoining property.

21. MAILBOXES. Mailboxes shall be erected at centralized locations as determined by the Architectural Control Committee.

22. CONSTRUCTION TIME LIMITATIONS. All construction of a residential nature must be completed within eighteen (18) months from commencement of construction.

23. DOUBLE WIDE MOBILE HOMES. No structures commonly referred to as "double wide mobile homes" shall be placed upon any lots without the prior approval of the Architectural Control Committee.

24. DRIVEWAYS. No driveways, private lanes or roads shall be built without prior approval of the Architectural Control Committee.

25. FUTURE SUBDIVISION. Any future subdivision of any lot, parcel or tract of the aforementioned property is prohibited.

26. PUBLIC DEDICATION. Other than land dedicated to public use as it appears in the Final Plat of the French Point Subdivision, no further lot, parcel or tract of land may be dedicated to public use without the approval of the Architectural Control Committee.

27. UTILITY FEES. All utility hook-up fees are the responsibility of buyer.

28. MOTO-CROSS COURSES. No moto-cross or other courses may be constructed on any lot.

29. STREET IMPROVEMENTS. Each lot sold by McNally Limited Partnership is sold as an unimproved lot. McNally Limited Partnership has no obligation to improve the lots or the streets in this subdivision, nor has McNally Limited Partnership any obligation to put in water or sewer lines or other utilities or conveniences, and nothing has been included in the purchase price to cover any such improvement. Once all lots have been initially sold by McNally Limited Partnership, if a majority of the lot owners jointly request one or more of such subdivision wide improvements, and if the Architectural Control Committee approves such request, the improvement will be made, and each lot in the subdivision will be burdened with its share of that cost. Street improvement may, if so identified, include installation of sidewalks.

A lot's share of that cost shall be based upon its frontage (or where a corner lot is involved, both the frontage and other street side of the lot) in relation to the overall frontage and side street distances.

If, in grading such streets or sidewalks, it shall be necessary to construct a fill, the slope of which shall encroach on one or more lots, the right to make the improvements includes the right to make such encroachment without compensation.

The cost of the improvements shall be a charge on the land and payable by whomsoever has the fee ownership (or the person having an installment purchase contract from the fee owner) at the time of the improvement.

ARTICLE III

Architectural Control Committee

1. REVIEW BY COMMITTEE. The Architectural Control Committee is composed of James K. McNally, P. J. McNally, and J. R. Staples. It is understood that James K. McNally shall have the right and authority to change the membership of said committee by notice in writing to the other members and name new members to the committee in his discretion. The committee shall have the right to refuse to approve any such plans or specification or grading plans, 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 it is proposed to erect the same, the harmony thereof with the surroundings and the effect of the building or other structures planned on the outlook from the adjacent neighboring property, and 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. In the event the committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

3. DESIGNATION OF REPRESENTATIVE OR SUCCESSOR. A majority of the Committee may designate a representative to act in its behalf. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to

designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to compensation for services performed pursuant to this covenant.

ARTICLE IV

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 (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part, or terminate the 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 to restrain violation and/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. Such proceedings may be commenced by any lot owner or the Architectural Control Committee.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no wise 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 been 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 accepted such deed and title to the land herein described or any portion thereof, subject to all the restrictions and conditions herein contained.

ARTICLE V

Attest

IN WITNESS WHEREOF, McNALLY LIMITED PARTNERSHIP has executed this document this 13th day of September, 1989.

McNALLY LIMITED PARTNERSHIP

by Patricia J. McNally
Patricia J. McNally
General Partner

STATE OF IDAHO

County of Boundary) ss.

On this 13th day of September, 1989, before me, the undersigned Notary Public, personally appeared **PATRICIA J. McNALLY**, known or identified to me to be the General Partner in the partnership of **McNALLY LIMITED PARTNERSHIP**, and the partner who subscribed the said partnership name to the foregoing instrument, and acknowledged to me that she executed the same in said partnership name.

[Signature]
Notary Public for Idaho
Residing at Bonners Ferry
Com. Expires: 11/4/91

