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**Frontier Village, Inc,
3075 Gold Creek Cut-off Road
Sandpoint, Idaho 83863
Ph. (208) 263-1365; Fax (208) 265-4587**

**Declaration of Covenants, Conditions and Restrictions
Frontier Village**

This Declaration, made this 10th day of June 1998, by Frontier Village, Inc.; an Idaho Corporation, herein referred as the "Declarant".

Witnesseth

Whereas, the Declarant is the owner of all the real property set forth and described on that certain map (herein referred to as "Map") entitled Frontier Village, consisting of individual parcels numbered 1 through 10 recorded in the office of the County Recorder of Boundary County, Idaho Document # 0177574, on 16 May 1995, in map book 3, pages 125.

This document supercedes all other previous documents.

Whereas, all of the real property described in the map of Frontier Village comprises in the aggregate a single project unit (herein referred to as the "Unit"); and

Whereas there are 18 parcels (18) parcels the number of which parcels and legal descriptions of which are set forth upon said map; and

Whereas, it is the desire and intention of the Declarant to sell and convey 18 parcels to the general public. Before doing so the Declarant has subject them to and impose upon them mutual and beneficial restrictions, covenants, conditions and charges hereinafter collectively referred to as "CC&R's, under a general plan or scheme of improvements for the benefit of all of the parcels in the unit, and future owners of said parcels;

Now therefore, Declarant hereby declares that all of said parcels are held and shall be conveyed, hypothicated, or encumbered, leased, rented, used, occupied, and improved subject to the following CC&R's, all of which are declared and agreed to be in furtherance of a plan for the division, improvement, and sale of said parcels are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the property described in the map, and all of them shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the real property or any part thereof subject to such CC&R's.

1. Applicability and Term

These CC&R's shall apply to all of the parcels described by the parcel number and description as recorded with the Boundary County Recorders Office. These CC&R's shall affect and run with the land and shall exist and be binding upon all parties and all persons claiming under them until Dec. 31, 2015, after which time the same shall be extended for a successive periods of ten (10) years each, unless an instrument signed by a majority of the then owners of the parcels subject thereto has been recorded, agreeing to change these CC&R's in whole or in part.

2. Mutually of Benefit and Obligation

The CC&R's and agreements set forth herein are for mutual and reciprocal benefit of each and every parcel in the properties known as Frontier Village, and are intended to create reciprocal rights between the respective owners of all said parcels, to create a privity of contract and estate between the grantees of said parcels, their heirs, successors, and assigns, operate as covenants running with the land for the benefit of each and all other parcels in the Unit and their respective owners.

3. Size and Placement of Structural Improvements
Including Pre-manufactured Structures

Every residence, dwelling and/or summer cabin constructed on the parcel shall be constructed so that it shall contain a minimum of 600 sq. ft. of fully wenclosed floor area devoted to living purposes(exclusive of roofed and unroofed porches, terraces, garages, carports, and other outbuildings.)

No one shall be permitted to construct a building for human habitation until such person has provided a source of fit water for human consumption, either by drilling a well on the property or by water piped in through a public or private utility, and no such construction will be permitted until such person has first installed a suitable sewerage disposal system meeting all ordinances in effect in Boundary County, Idaho or by authority of Panhandle Health District at the time of such construction.

Temporary structures including motor homes and/ or recreational vehicles will be permitted for a period on one (1) year during construction of permanent dwelling. Water and appropriate sewer disposal system(s) are mandatory during this construction period. Out houses, slit trenches or other primitive human waste facilities are strictly forbidden at any time. Portable chemical toilets are acceptable as temporary facilities as long as they are serviced on a weekly basis.

Each parcel shall have the following set backs which limit the extent of the portion of such parcel upon which any improvement can be constructed. The following dimensions shall govern for front, side and rear set backs on all parcels.

- A. Thirty (30) feet from the front line of each parcel fronting on a publically dedicated road, or thirty (30) feet from the easement line for parcels fronting on private roads on which street easements are imposed;
- B. Fifteen feet (15) feet from each parcel side line;
- C. Forty (40) feet from the rear line of each parcel.

4. General Restrictions and Requirements

The following general restrictions and requirements shall prevail as to the construction or activities conducted on any parcel in the Unit.

- A. All plumbing fixtures, dishwashers, toilets, or sewerage disposal system approved by Boundary County, Panhandle Health District or appropriate State Agency.
- B. No stripper down, partially wrecked or junk motor vehicles or sizable part thereof, shall be permitted to be parked on any street in the Unit, or on any parcel in such a manner as to be visible to the occupants of other parcels within the Unit or to users of any street therein.
- C. Every tank for the storage of fuel installed outside any building shall be either buried below the surface of the ground or screened with suitable fencing or shrubbery.

Every outdoor receptacle for ashes, trash, rubbish or garbage shall be screened or fenced so as to contain said refuse and be kept as not to be visible from any street in the Unit at any time except during refuse collections.

D. No owner of any parcel shall build or permit the building thereon of any dwelling house that is to be used as a model house or exhibit unless written permission to do so shall have been obtained from Frontier Village, Inc.

E. All parcels, whether occupied or unoccupied, and any improvement placed thereon, shall at all times be maintained in such a manner as to prevent their becoming unsightly by reason of the accumulation of rubbish or debris thereon. In the event any such parcel or improvement in the Unit should not be maintained as required herein, the Declarant or any of its Agents may perform the necessary work, the cost of which shall be born by the owner of record for the affected parcel.

F. No noxious or offensive activities shall be carried out on any parcel nor shall anything be done on any parcel that shall be or become an unreasonable annoyance or nuisance to the neighborhood.

G. No residence shall be occupied until the same has been substantially completed in accordance with its plans and specifications.

H. All structures constructed or placed on any parcel shall be constructed with a substantial quantity of new material and no used structures shall be relocated or placed on any parcel; excepting approval of Frontier Village, Inc or its authorized agent(s). The acceptable age limit for a used mobile home is 1979 or newer. Older such dwellings do not meet specific code requirements.

I. Signs of customary and reasonable dimensions approved by the Declarant shall be permitted to be displayed on any parcel advertising same for sale. All other signs, billboards, or advertising structures of any kind are prohibited except on application to and permission granted from the Declarant.

J. No trash, ashes, garbage or other refuse shall be dumped or stored on any parcel, street, or other area in the Unit. Each property owner is responsible for payment of the landfill tax and or individual trash removal fees which ever is applicable.

J. No improvement which has been partially or wholly destroyed by fire, earthquake or otherwise, shall be allowed to remain in such state for more than six (6) months from the time of destruction.

K. Every building, dwelling or other improvement, the construction or placement which is begun on any parcel, shall be completed within twelve (12) months after the beginning of construction or placement.

L. No mobile home, motor home, trailer, or recreational vehicle shall be placed on any parcel for purposes of residential useage, except temporarily for a period not to exceed twelve (12) months in conjunction with construction for a residence on each parcel. Exception to this regulation is by approval of the Declarant or his appointed agent.

M. All parcel ownership which engage in light agricultural hobby pursuits, ie. horses, cows, pigs, etc. is required to maintain their pasture, paddock, barnyard pens and or any other such facility in a clean and orderly manner, particularly referencing obnoxious odors as may be generated from manure and breeding areas for flies and other insect pests.

Failure to maintain these areas in reasonable and proper fashion may cause the Declarant or Committee to perform necessary work, the cost of which shall be born by owner of record for the affected parcel.

5. Variances

The Declarant may allow reasonable variances and adjustments of these CC&R's in order to overcome practical difficulties and prevent unnecessary hardships in the application of the regulations contained herein, provided, however, that such is done in conformity with the intent and purposes hereof and provided also that in every instance such variances or adjustments will not be materially detrimental or injurious to other property or improvements in the neighborhood. Variances and adjustments of size of set back requirements may be granted hereunder, if in accordance with all applicable regulatory agency requirements.

6. Frontier Village Committee

Every person, including the Declarant, who acquired title, legal or equitable, to any parcel in the Unit will be afforded the opportunity to form a Home Owners Association for purposes of managing the affairs of the neighborhood within the confines of the boundaries of the Unit.

Said Association will by necessity file Articles of Incorporation and establish By-laws governing its operations. Said Committee shall have the right to levy dues, create an architectural committee, govern road maintenance or road dedication to the County, and to manage the business and affairs of the Unit.

7. Easements, Roads or Streets.

The following are guidelines for private road(s) to be constructed for ingress and egress to and from Frontier Village; a division of Frontier Village, Inc.

Frontier Village, Inc. hereby referred to as the "Developer", will install or cause to be installed aggregate road(s) within the confines of it's boundaries, to meet servicable specifications for residents of the Unit.

The Developer will spray or cause to be sprayed a dust abatement compound on the road(s) as prescribed by a qualified road dust abatement contractor. The expense of the first treatment will be borne by the Developer exclusively. Subsequent treatments expense will be shared by all owners in the Unit on a percentage of acreage schedule; ie., total Unit acreage 200 acres. An owner owns 20 acres or 1/10 of the total acreage, that owner's obligation for dust control shall be 10% of the total dust control billing.

Owners will provide appropriate sized culverts, per Boundary County Specifications, at all driveway/road intersections to assure proper drainage, and will further provide for additional culverts on their parcel(s) should their driveway(s) cause drainage problems on adjoining parcels.

Culverts which are installed that affect the public thoroughfare(s) are to be installed given the Developers approval as to location, depth and ability to pass run-off in the proper direction. Culverts are to be installed in appropriate easement(s) and under no circumstance compromise the Unit's road(s).

Appropriate easements shall apply to certain parcels within the Unit, to allow for drainage ditches. Owners of these parcels are fully responsible to maintain the easement(s) on their side of said drainage ditch(s) and keep clear of trash, weeds, and other debris which may or could interfere with proper drainage.

The Owners acknowledge their private ownership of the road(s) within the confines of Frontier Village and do hereby grant unconditional ingress and egress to all other owners within the Development's boundaries, as well as, any emergency and service vehicles. All dead end streets shall be provided with a turn-around having a radius of fifty (50) feet or more, in compliance with County Codes.

It is understood that the roads and streets within the Unit have not been accepted for dedication by the County and remain private roads and owners or developer may offer the County roads for dedication at a later date, upon meeting all County specifications and standards for public roads.

The Declarant has dedicated to Cabinet Mountain Water District, Northern Lights, GTE Telephone Company, and Bonneville Power and other public utilities right of way and easement areas for the installation and maintenance of public utilities within the road rights of way and easements across certain parcels. These easements and rights of way are perpetual. Owners of these parcels may be required to participate in weed control or other easement maintenance activities as prescribed by said utility. The Developer/Declarant upon transfer of title to the new owners transfers any and all right of way/easement maintenance responsibility to the parcel's ownership.

8. Grantee's Title

Declarant shall convey fee title to parcels within the Unit by grant or warrantee deed subject to:

- a. These Restrictions
- b. Easements and rights of way of record; and
- c. The reservation to Declarant of all oil, gas, gasoline and other hydrocarbon substances and all other minerals underlying and within the boundaries of such parcels a depth below 100 feet, with right of surface entry.

9. Remedies

The Declarant or any party to whose benefit these CC&R's inure may proceed at law or in equity to prevent the occurrence, continuance, or violation of any of the CC&R's and the Court in any such action may award the successful party reasonable expenses in prosecuting such action, including attorney's fees.

The remedies hereby specified are cumulative, and this specification of them shall not be taken to preclude an aggrieved party's resort to any other remedy at law, in equity, or under any statute. No delay or failure on the part of any aggrieved party to invoke an available remedy in respect to a violation of any of these Restrictions shall be held to be a waiver by the party of, or an estoppel of that party to assert, any right available to upon the recurrence or continuance of said violation or the occurrence of a different violation.

10. Rights of Lien Holders

A breach of any of the provisions, conditions, restrictions, covenants, easements, or reservations herein contained shall not affect or impair the lien or charge of any bona fide mortgage or deed of trust made in good faith or for value on any of said parcels or improvements thereon; provided however, that any subsequent owner of said property shall be bound by said provisions, conditions, restrictions, covenants, easements, and reservations whether such owner's title was acquired by foreclosure or at a trustee's sale or otherwise.

11. Grantee's Acceptance

