

0174530

Filed for record at the request of
Peter B. Wilson
 on the 1st day of August 1994 at 4:15
 o'clock P.M. and recorded in Book 70
 of Tracts on page 489
 NORMA J. ESTEY
 County Recorder
 By C. Thornton Deputy
 Rec'd 3300 chg
 Sent to PBW

PETER B. WILSON
 ATTORNEY AT LAW
 P O BOX 749
 BONNERS FERRY IDAHO
 83805-0749
 *TELEPHONE 257-3127

CONDITIONS OF PROTECTIVE COVENANTS,
 CONDITIONS AND RESTRICTIONS FOR
 CHUTE CANYON COUNTRY ESTATES

THIS DECLARATION made on the 1st day of August, 1994, by
 the joint venture of MICHAEL W. KARNES and PHYLLIS A. KARNES,
 husband and wife, and BOUNDARY DEVELOPMENT, INC., an Idaho
 corporation, whose business address is HCR 62 Box 25, Moyie
 Springs, Idaho, hereinafter referred to as Declarant;

W I T N E S S E T H :

WHEREAS, Declarant is the purchaser as a tenancy in common
 between MICHAEL W. KARNES and PHYLLIS A. KARNES, husband and
 wife, and BOUNDARY DEVELOPMENT, INC., an Idaho corporation, under
 installment contract of the property described as follows:

The Northwest Quarter of the Southeast Quarter
 (NW1/4 SE1/4) and the South Half of the Southeast
 Quarter (SE1/2 SE1/4) of Section Thirteen (13),
 Township Sixty-two (62) North, Range One (1) East,
 B.M., Boundary County, Idaho.

WHEREAS, Declarant will convey the said property subject to
 certain protective covenants, conditions, restrictions, reserva-
 tions, 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.

(a) Lots: 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.

(b) Easements: No easements shall be granted by any owner of real property without the written consent of the Architectural Committee, and without such signed architectural consent being part of and incorporated in the easement document.

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. It is 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 that meet the approval of the Architectural Committee.

"R" Lots (i.e. rim lots) shall be custom home only and not of modular, mobile, trailer or prefabricated homes. All residences shall have at least 1200 square feet of living area (exclusive of porch, garage, and carport).

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. The set back from the county road on lots M-1 through M-10 shall be at least 100 feet. The set back from lot property lines on all lots shall be a least 15 feet.

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 Chute Canyon Country Estates 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 with the following exceptions:

- a) Lot owners will be allowed to use recreational vehicles (R.V.s) on their property, as temporary residences not to exceed 90 days in any 12 month period. This time limit will be extended to 18 continuous months if home construction is started within the 90 day period of time.

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 lots R-2 through R-7, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes 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. All other lots may have either one horse or one cow per acre, so long as fencing is maintained as outlined hereinbelow. Other animals may be approved on a case by case basis by the Architectural Control Committee. If there is to be an additional farm animal for a 4-H project or an FFA project, permission must be obtained from the architectural control committee. All fences shall be constructed in the manner as outlined in I.C. 35-101 and I.C. 35-102. Any property owner who places animals on his property as allowed in this paragraph must enclose his\her\their property with a fence. In the event that an adjoining owner then desires to fence his\her\their land and the provisions of I.C. 35-104 and I.C. 35-105 shall apply.

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 of trash in outside incinerators, barbecue pits and the like is prohibited, (except at times and in containers approved by the State of Idaho), 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 AND BUFFER: 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. Agricultural related enterprises (as defined from time to time by the Architectural Control Committee) may be approved on a case by case basis. Lots M1, M3, M5 and M7 must maintain a minimum 20 foot greenbelt buffer strip along their west lines. No standing green trees can be cut or removed in this buffer strip unless such trees create a safety hazard as acknowledged by the Architectural Control Committee.

14. REFUSE: Refuse piles or other unsightly objects or material, including logging debris, 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 one ton or over shall be stored or parked on lots R-2 through R-7, 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. No inoperable vehicles shall remain on any lot longer than 30 days. Once removed no inoperable no inoperable vehicle shall again be placed on the property for 90 days.

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.

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. MOBILE HOMES AND MODULAR HOMES: No structures commonly referred to as "mobile homes" shall be placed upon any lots. Modular homes are defined as pre-constructed frame homes and are then set on permanent foundations. Modular homes may be allowed with prior approval of the Architectural 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 the Homeowners Association use as it appears in the Final Plat of the Chute Canyon Country Estates 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 the Declarant, is sold as an unimproved lot. The Declarant has no obligation to improve the lots or the streets in this subdivision, nor has the Declarant 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 the Declarant, 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 Rex D. Hoisington, Donald B. Vickaryous, Michael W. Karnes, and Phyllis A. Karnes. It is understood that the Architectural Control Committee shall have the right and authority to name new members to the committee in its 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 Provision

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.

BOUNDARY DEVELOPMENT, INC.

By Rex D. Hoisington
Rex D. Hoisington, President

By Donald B. Vickaryous
Donald B. Vickaryous
Secretary-Treasurer

Michael W. Karnes

Phyllis A. Karnes

STATE OF IDAHO)
County of Boundary) ss

On this 15th day of Aug., 1994, before me, the undersigned Notary Public, personally appeared **REX D. HOISINGTON** and **DONALD B. VICKARYOUS**, known to me to be the president and secretary-treasurer respectively of Boundary Development, Inc., and known or identified to me to be the persons whose names are subscribed to the within instrument for and on behalf of said corporation and acknowledged to me that such corporation executed the same.

[Signature]

Notary Public for Idaho
Residing at Bonners Ferry
Commission Expires: 11/21/97



STATE OF WASHINGTON)
) ss.
County of Clark)

On this _____ day of _____, 1994, before me, the undersigned Notary Public, personally appeared MICHAEL W. KARNES and PHYLLIS A. KARNES, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public for Washington
Residing at Camas
Commission Expires: