

**CONDITIONS OF PROTECTIVE COVENANTS,
CONDITIONS, AND RESTRICTIONS FOR
KLOCKMANN ESTATES**

This declaration made on the 2nd day of SEPTEMBER, 2003, by **Klockmann Estates, Inc., (KEI)** an Idaho Corporation, whose address is HCR-85, Box 17 Bonners Ferry, Idaho 83805, hereinafter referred to as Declarant;

WITNESSETH:

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

All the Southwest Quarter of the Southeast Quarter [SW ¼ SE ¼] of Section 14 Township 62 North Range 1 East, Boise Meridian.

STATE OF IDAHO } ss
 County of Boundary }
 Filed By: Klockman Estates
 on 9-5-03 at 9:40
 Diane M. Cartwright
 County Recorder: [Signature]
 By Deputy
 Fee \$ 18.000d
 Mail to Klockman Estates
HCR 85 BOX 17
BF

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 1 Area of Application

1. **FULLY PROTECTED RESIDENTIAL AREA.** The residential area covenants in Article hereof in their entirety shall apply to all of the above-described real estate.

ARTICLE 2 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 building 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 [of a height that could effect the view of a neighboring lot owner] shall be commenced, erected, placed, altered, or planted on any lot without approval of the Architectural Control Committee.

3. **DWELLING QUALITY AND SIZE.** No dwelling shall be on any lot without a Boundary County Building Permit and construction adhering to the Uniform Building Code, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials. The ground floor area shall not be less than 1200 square feet for a one-story building nor less than 1600 square feet for a dwelling of more than one story.

4. **SPECIAL PROVISION ON ROOFING.** Roofs shall be constructed with fire proof roofing material. Wood roofing material is allowed if treated with fireproof 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 date of construction. No non-colored galvanized roofing will be allowed.

5. **BUILDING LOCATION.**

a. **Lot Line Set Back.** No buildings shall be located on any lot without approval of the Architectural Control Committee. All lots will maintain a minimum setback of 25 feet from any lot line.

b. **No Construction on Easements.** Notwithstanding the above, no building shall be commenced, erected or placed on a reserved easement.

6. **NUISANCES.** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood. Discharging of firearms within the subdivision is considered a nuisance and not allowed.

7. **TEMPORARY STRUCTURES.** No structure of 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 owner to erect a temporary office, toolshed, or residence on the premises which shall be removed immediately following the completion of the building. Temporary buildings shall be allowed on the premises a maximum of 12 months for construction purposes only.

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 operation, 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 horses, 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. Horses will be further restricted to one (1) horse per acre of lot size or three (3) horses maximum per a 2-½ acre lot. Any and all structures erected to maintain horses must be approved by the owners (KEI) and the Architectural Control Committee and be uniform with the residence of that lot.

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.** Individual sewage-disposal systems shall be permitted on any lot only if 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 for each residence.

13. **USE RESTRICTIONS.** No manufacturing of 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 without 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 vehicles shall be regularly parked on a public road right of way. No more than two vehicles shall be parked or stored on any lot except in a closed garage.

16. **TRAILER AND BOAT PARKING.** That type of 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 rear entry to the house as 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 if 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 OR MANUFACTURED HOMES.** **No structures commonly referred to as "mobile homes" or "manufactured homes" shall be permitted within Klockmann Estates.**
24. **DRIVEWAYS.** No driveways, private lanes or roads in excess of one access per residence shall be built without prior approval of the Architectural Control Board.
25. **FUTURE DIVISION.** No lot within this subdivision may be further divided without 9/10 (90%) approval of the lot owners and formal subdivision proceedings according to the Boundary County Subdivision Ordinance.
26. **PUBLIC DEDICATION.** Other than land dedicated to public use as it appears in the Exhibit "A" map of Klockmann Estates, there will be no further lot, parcel or tract of land that may be dedicated to public use without the approval of the owners (KEI) and the Architectural Control Committee.
27. **UTILITY FEES.** **All utility hook-up fees are the responsibility of the buyer.**
28. **MOTOR-CROSS COURSES.** No motor-cross or other courses may be constructed on any lot.
29. **STREET IMPROVEMENTS.** Each lot sold by KEI is sold as an unimproved lot. KEI has no obligation to put in water, sewer, 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 KEI, 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 may be made, and each lot in the subdivision will be burdened with its share of that cost. Street improvement(s) may, if so identified, include installation of sidewalks.

A lots' share of that cost shall be based upon its frontage (or where a corner lot is involved, both the frontage and the 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 improvement includes the right to make such encroachment without compensation.

The cost of the improvement 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 the owners of the lots within Klockmann Estates. The owner of each lot, being the person who has fee ownership or the person having an installment purchase contract from the fee owner, shall be entitled to one vote per lot. Any change in the structure of the Architectural Control Committee shall require 7/10 (70%) approval of the lot owners. The committee shall have the right to refuse or approve any such plans or specifications 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. The approval or disapproval of the Architectural Control Committee requires a majority vote (51%) of the lot owners. In the event the committee fails to approve or disapprove, within thirty (30) days after written plans and specifications have been submitted to it, or in any event, of 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. **COMPENSATION.** The members of the Committee shall not 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 be 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, covenants, 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, covenants, and conditions herein contained.

ARTICLE V

Attest

IN WITNESS WHEREOF, Klockmann Estates, Inc., have executed this document this 2nd day of September, 2003.

[Signature]

Roland Hall, President
KEI

[Signature]

Charles Roady, Secretary-Treasurer
KEI

STATE OF IDAHO)
) ss.
County of Boundary)

On this 2nd day of Sept, 2003. Before me, the undersigned Notary Public, personally appeared Roland Hall and Charles Roady, known or identified to me to be owners of Klockmann Estates, Inc., and whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

[Signature]
Notary Public for Idaho
Residing at Bonners Ferry
My Comm. Expires: 10/7/03

