

BA
Conditions of Protective Covenants,
Conditions and Restrictions for
Kootenai Valley View Lots

204216

1 Building Location:

Lot line set back for buildings.

The set back from the county road on lot 1 through 5 shall be at least 30 feet.

The set back from lot property lines on all lots shall be at least 15 feet.

2 Nuisances:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may become an annoyance to the neighborhood.

3 Temporary Structures:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings 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 (RV's) on their property, as temporary residences not to exceed 90 days in any 12 month period. This time limit will be 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.

4 Signs:

No sign of any kind, except No Hunting or No Trespassing signs 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 by a builder to advertise the property during the construction and sales period.

5 Livestock and Poultry

No animals, livestock, or poultry of any kind shall be raised, bred

or kept on lots 1 through 5 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. No cows or horses are allowed in lots 1 through 5.

6 Garbage

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 such 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 lots.

7 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 system is required.

8 Use Restriction 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 building.

9 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.

10 Parking:

Cars and pickups belonging to a lot owner shall not be regularly parked off the street. No inoperable vehicles shall remain on any lot longer than 30 days. Once removed, no inoperable vehicle shall again be placed on the property for 90 days. This shall also

include boats, trailers, motorcycles, ATV's, etc. Any vehicle in the process of being repaired or rebuilt would need to be garaged until project is completed.

11 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.

12 Construction time Limitations:

All construction of a residential nature must be completed within eighteen (18) months from commencement to construction.

13 Mobile Homes and Modular Homes:

No structure commonly known as a mobile or modular home shall be placed upon any lot.

14 Moto-cross courses:

No moto-cross or other courses may be constructed on any lot.

15 Term:

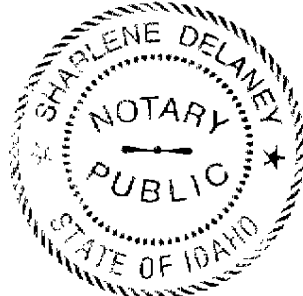
These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of ten (10) years unless an 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.

Stacy J. Moore 11-15-01 X *Mrs. Amidei* 12/3/01
 Seller Date Buyer Date

Lillian Ruth Mester 11-15-01 X *Karen H. Amidei* 12/03/01
 Seller Date Buyer Date

State of Idaho)
)ss.
County of Boundary)

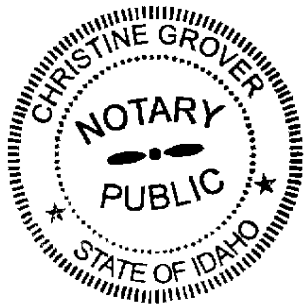
On this 15th day of November 2001, before me, the undersigned Notary Public, personally appeared **STANLEY VERLAN MASTRE AND LILLIAN RUTH MASTRE**, known to me to be the **TRUSTEES OF THE STANLEY AND LILLIAN MASTRE LIVING TRUST**, and known or identified to me to be the persons whose names are subscribed to the within instrument for and on behalf of said trust and acknowledged to me that such trust executed the same.



Sharlene Delaney
NOTARY PUBLIC FOR IDAHO
Residing in Bonners Ferry
Commission Expires: 10/07/03

STATE OF IDAHO)
)ss.
County of Bonneville

On this 3rd day of December ~~November~~ 2001, before me, the undersigned Notary Public, personally appeared **WILLIAM AMIDEI and KAREN H. AMIDEI**, 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.



Christine Grover
Notary Public for Idaho
Residing at: Shelley, ID
Com. Expires: 6/23/03

STATE OF IDAHO }
County of Boundary } ss
Filed for record at the request of Boundary Abstract
on Dec 6, 2001 at 4:00pm and recorded in
Book 146 of Instruments on page 23
Diane M. Cartwright
County Recorder Chris Petersen
By Deputy
Fee \$ 12.00 Chg
Mail to B-A.