

**STATEMENT OF PROTECTIVE COVENANTS, CONDITIONS,  
RESTRICTIONS AND REMEDIES  
With  
EASEMENTS AND ROAD MAINTENANCE AGREEMENTS**

**LYLE FARM TRACT DIVISIONS  
TRACT 1 AND TRACT II and REMAINING 94.99 ACRES**

It is the sole purpose of these CC&R's to establish uniform guidelines and standards for all property owners, which serve to protect the quality of life and property values in the subject area. See attached survey and map. Garvin G. Lyle and Judith E. Lyle are the legal owners of the described property located in Boundary County, Idaho.

**Article 1.           Conditions, Covenants, and Restrictions**

**Section 1.01       Easements, Maintenance, Snow Removal, &  
Improvements**

- (a)   Easements. See attached document.

That portion of the easement also serves a portion the remaining tract (94.99 acres) shown on the survey and is not subject to the terms and conditions herein without agreement of the owners or until it is divided into smaller parcels. Each owner will grant additional easements for the ingress and egress of utilities such as water, telephone, electricity and natural gas if needed. At the time it is divided each additional parcel will be subject to these terms and conditions.

Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities. The easement area of each lot and all improvements upon it shall be maintained continuously by the owner of the lot in accordance with the terms herein, except for those improvements for which a public authority of utility company is responsible. All electric power lines, telephone lines, and cable television lines if any are to be buried underground.

- (b)   Road and Utility Easement Maintenance  
The goal for improvements will be to meet Boundary County Road specifications. The road will be improved and maintained by the property owners in a manner to minimize and/or avoid erosion. Water bars, drainage ditches and culverts shall be installed and/or constructed as necessary and appropriate to control erosion, dust and speed. All snow removal will be included in the road maintenance as well.

Each property owner shall share equally with other users in the care and maintenance of the road as located upon the easement. No party to this agreement has the right or authority to bind and other party to this agreement to any expense for such maintenance without such party's written consent. In the event any property owner whose property is served by this easement shall fail to pay their share of maintenance and repairs, one or more other property owners may elect to pay such costs or provide labor and materials for such and recover from the defaulting property owner their share of the cost thereof. If it is necessary to bring suit for such the prevailing party shall be entitled to recover attorney fees and costs. The costs of such maintenance and improvements shall constitute a lien upon the defaulting party's property as provided by Chapter 5 and/or 8 Title 45 Idaho Code and enforceable as provided therein.

- (c) Snow Removal. As addressed in section b, snow removal will be shared between all property owners.
- (d) Improvements.
  1. Structures Mobile and/or Manufactured Homes.  
Each tract shall be used for a single-family residential purpose. No dwelling shall be permitted on any tract containing less than 1200 square feet for a single story building, exclusive of open porches carports, and or garages. Double wide or triple wide manufactured dwelling shall be permitted with a perimeter foundation. No building shall be commenced, erected, altered, placed or permitted to remain on any tract other than one detached single family dwelling, a private garage or shop not to be used in any way for commercial purposes, a detached barn/stall for livestock permitted herein, and any other related buildings as long as said buildings match exterior materials of the residential house. **ROOF DOES NOT APPLY.** Only painted metal will be allowed. No building shall be located nearer than 40 feet from the road easement or property line and shall not be constructed as to interfere with or obstruct the view from the windows of and adjacent building. Existing buildings are excluded from these guidelines. Tract 1 is excluded from residence square footage requirement.
  2. No trailer house permitted.
  3. Temporary residences such as camper trailer or garage may be used for no longer than 18 months during construction of the residence if proper sanitary facilities are in use i.e. septic tank for sewage. No tent, shack, or barn to be used for temporary residence.
  4. No structure of any kind to remain in an unfinished exterior condition for more than 12 months.
  5. "Unfinished Exterior Condition" for the purpose of this document, shall mean:

- (i) Lack of perimeter foundation or skirting. If skirting is wood it must be painted or stained
- (ii) Lack of any trim boards, siding, roofing, windows, soffits, eaves, door, stoop, stairs or porches appropriately painted, stained or having a finished coating in another manner.

### **Section 1.02      Animals**

It is the intent of this section to allow, for all owners, the enjoyment of a rural lifestyle, which typically includes the ownership of animals. However, certain considerations must be taken to protect the quality of this rural lifestyle for other landowners.

- (a) There will be no more than one (1) large animal per acre of land.
- (b) "Large Animal", for the purpose of this document shall mean farm and barnyard animals, such as, but not limited to, horses, cattle, sheep, goats, and llamas. No pigs or swine will be allowed. All animals must have a barn or protective structure.
- (c) Household pets will be at the owner's discretion. They must not be kept to breed or used for any commercial purpose. Care must be given to pets in a way as to not constitute a source of annoyance to an adjoining property owner. All dogs must be kept in a kennel or on a leash so as not to run astray at any time, and to protect existing wildlife and other animals in the area. No "vicious or potentially fierce" breed of dog will be allowed. This will include but not limited to, Rottweilers, American Staffordshire Terriers, Pit Bulls, Chows, Doberman Pinschers, and wolf Hybrids.
- (d) No commercial breeding, feeding, or husbandry of any animal or fowl, which causes uncommon noise, odor or other offensive condition.
- (e) Animals may be kept for personal use, consumption or enjoyment as long as they do not become a detriment or nuisance to the adjoining landowners.

### **Section 1.03      Vehicles**

- (a) No junkyards or wrecking yards shall be allowed.
- (b) No abandoned, inoperative, or non-running vehicles to be stored outside of an enclosed building.
- (c) Vehicles may not be stored on the property outside of an enclosed building for the purpose of being repaired for more than 30 days.

- (d) Off-Road vehicles (including, but not limited to, motorcycles, snowmobiles, and ATV's) will be allowed so long as they do not become a detriment or nuisance, such as excessive dust, noise or persistent use, to the neighborhood.
- (e) No parking of large vehicles, trucks or buses exceeding 26,000 lbs gross weight except in a garage, carport, or shop.
- (f) No parking of vehicles on the road easement.

#### **Section 1.04 Signage**

- (a) No sign of any kind shall be displayed to the public view on any tract except one (1) professional sign of not more than two (2) square feet, or sign of not more than ten (10) square feet for advertising the property for sale, rent or signs used by a builder to advertise the property during the construction and sales period.

#### **Section 1.05 Garbage and Refusal Disposal**

- (a) No tract or lot shall be used or maintained as a dumping site for rubbish, trash of any type, non-operable cars, non-working vehicles of any type of rubbish. Trash, garbage or other waste shall be kept in sanitary containers. All homeowners/landowners are responsible for transporting their own garbage and refuse to the appropriate disposal sites.

#### **Section 1.06 Sewage Disposal**

- (a) Sewage. All homeowners/landowners are responsible for the installation and maintenance of their own individual septic system in compliance with applicable government rules and regulations.

#### **Section 1.07 Nuisances and Maintenance**

- (a) Nuisances. No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

#### **Section 1.08 Firearms**

- (a) No repetitious discharging of firearms to cause annoyance or frighten other persons or animals.

#### **Article II. Remedies**

**Section 2.01 Property Owners Association**

- (a) This document shall remain in full force and effect until at some time in the future, that there are at least seven tracts and 60% of the land owners agree to creating a Property Owners Association to govern, control, or amend any of the Conditions, Covenants, Restrictions or Remedies of this document, then all land owners bound by this document shall become members of the Property Owners Association, with one (1) vote for each tract, and agree to abide by the decisions of the Property Owners Association.

**Section 2.02 Persons Bound By This Document**

- (a) The Conditions, Covenants, Restrictions, and Remedies shall be binding upon the heirs, successors and assigns of the above referenced tracts and shall be deemed to be an obligation running with the land.
- (b) Landowner shall mean the legal owner of record of each parcel as identified by the above-mentioned surveys and legal description. Should a parcel be divided further, and then each legal owner of record of that division will also be considered a landowner.

**Section 2.03 Enforcement of This Document**

- (a) This document may be enforced by all remedies available under Idaho Law, including the placement of a lien against the property, or properties, of a landowner who does not comply with any of the conditions, covenants, restriction and remedies of this agreement.
- (b) If legal action is taken to enforce any part of this document, the successful party or parties, shall be entitled to be reimbursed for reasonable and necessary costs incurred, including attorney fees.

**Section 2.04 Amendments or Termination**

- (a) This document may be amended or terminated by Garvin G. Lyle and/or Judith E. Lyle, so long as they have a majority ownership, but only with the written agreement of the owners of all parcels subject hereto and recorded in the record of Boundary County, Idaho. Such amendments or termination is only effective upon recording the signed original or originals in the records of Boundary County, Idaho.

**Section 2.05 Severability**

(a) Severability. Invalidation of one or more of the provisions of these covenants by judgment or court order shall in no way effect any of the other provisions, which shall remain in full force.

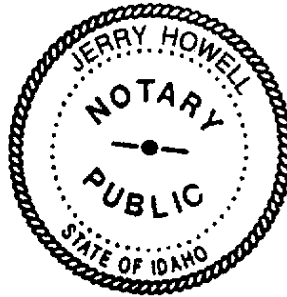
Dated this 14th day of June, 2007

Garvin G. Lyle  
Garvin G. Lyle

Judith E. Lyle  
Judith E. Lyle

State of Idaho )  
:  
County of Boundary )

On this 14 day of June, 2007, before me, the undersigned Notary Public, personally appeared Garvin G. Lyle and Judith E. Lyle, known to me, or proved to me on the basis of satisfactory evidence, to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same.



Jerry Howell  
Notary Public State of Idaho  
Residing at: Bonners Ferry  
My Comm. Expires: 9-30-2012

STATE OF IDAHO }  
County of Boundary } SS.  
Filed by: Tim Wilson  
on 6-14-07 at 2:00  
Glenda Poston  
County Recorder C. Wilson  
By Deputy  
Fee \$ 21.000000  
Mail to Tim Wilson

**ADJACENT SURVEYS OF RECORD**

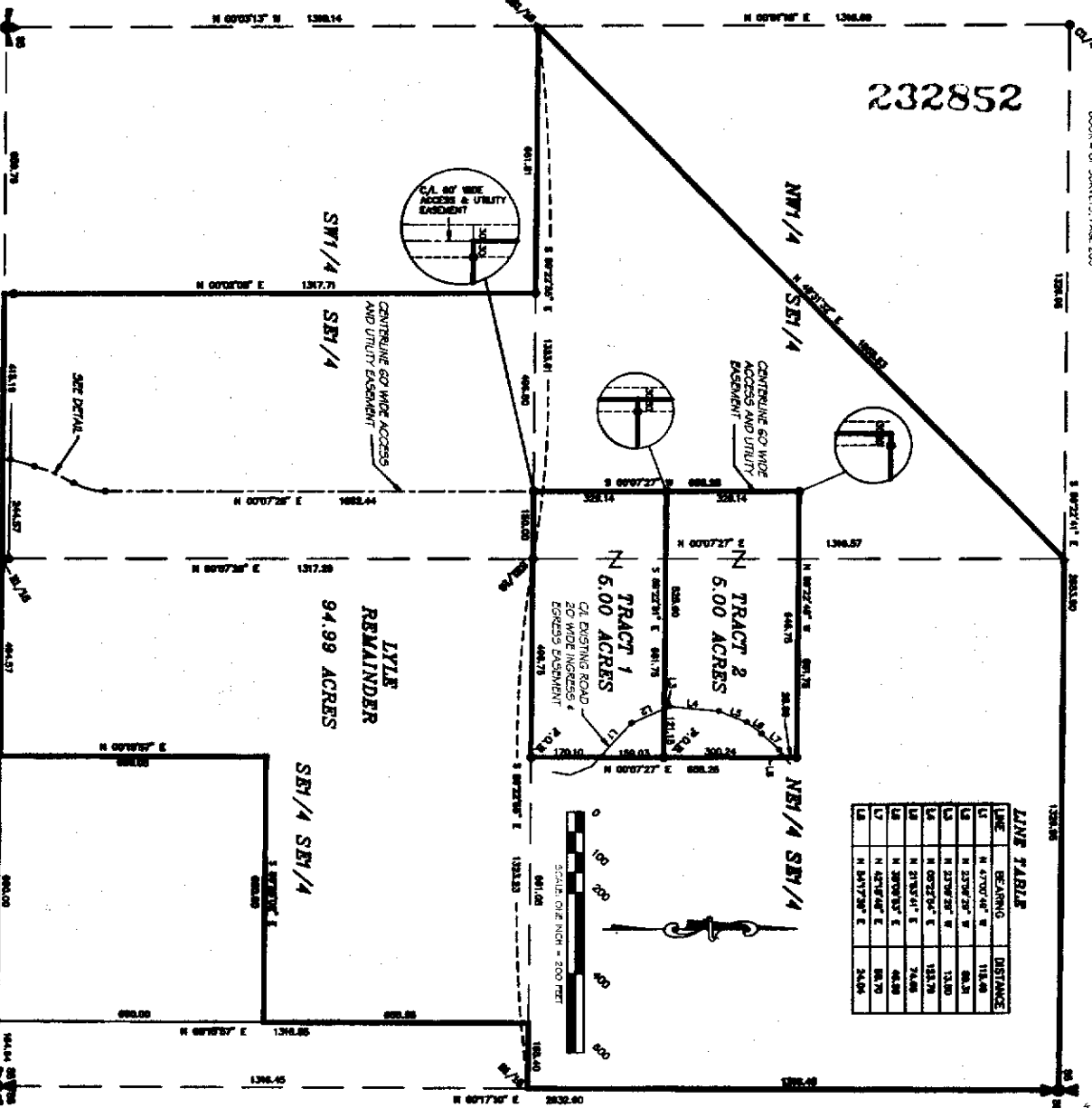
BOOK 2 OF SURVEYS, PAGE 145  
 BOOK 3 OF SURVEYS, PAGE 123  
 BOOK 4 OF SURVEYS, PAGE 104  
 BOOK 5 OF SURVEYS, PAGE 205

**BASIS OF BEARINGS**

Bearing and Distance Survey are based on Record of Survey, Book 3 of Surveys, Page 174, as instrument No. 216131.

**RECORD OF SURVEY**  
 IN THE  
**SE1/4 OF SECTION 35**  
**TOWNSHIP 63 NORTH, RANGE 1 EAST, B.M.**  
**BOUNDARY COUNTY, IDAHO**  
 FOR  
**GARVIN LYLE**

232852



**LEGEND**

- FOUND CORNER EVIDENCE AS NOTED
- ▲ FOUND 5/8" REBAR AND PLASTIC CAP - R/S 3228
- FOUND 5/8" REBAR AND PLASTIC CAP - R/S 7977
- SET \* REBAR AND PLASTIC CAP - R/S 7977
- CONDUIT POINT NOT SET OR TIED

**COUNTY RECORDER**

The Record of Survey was filed for record in the office of the Recorder of Boundary County, Idaho, at Boise, Idaho, on 2007-04-25, and duly recorded in Book \_\_\_\_\_ of Surveys, Page \_\_\_\_\_ as instrument No. \_\_\_\_\_

County Recorder \_\_\_\_\_ Deputy Recorder \_\_\_\_\_

**SURVEYOR'S CERTIFICATION**

I, \_\_\_\_\_, a duly Licensed Professional Land Surveyor, State of Idaho, No. \_\_\_\_\_, do hereby certify that I have personally surveyed and laid out the above described tract, and that the same is in accordance with the laws of the State of Idaho (Public Code 31-2709, 1-973 and Idaho Code 35-1905 through 1909) and accepted methods and procedures of surveyors.

**J.R.S. SURVEYING, INC.**  
 PO BOX 5098-476 ELIN  
 BONNER FERRY, ID. 83806  
 (208) 387-7555



NAME	DATE	REMARKS
J.R.S. SURVEYING, INC.	2007-04-25	RECORD OF SURVEY
_____	_____	_____
_____	_____	_____

**PROPERTY DESCRIPTION - TRACT 1**

A tract of land situated in the North Half of the Southeast Quarter (N1/2 SE1/4) of Section Thirty-five (35), Township Sixty-three (63) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Beginning at a point on the south line of the Northeast Quarter of the Southeast Quarter of said NE1/4 SE1/4 of Section 35 which is 5.99 ± 229.5' E, 496.75 feet from the southwest corner of said NE1/4 SE1/4; thence, leaving said south line and about the east line of the above described tract to the TRUE POINT OF BEGINNING; thence, leaving said east line and along the continuation of a road as it was found to exist January 16, 2007, the following: S 00°07'27" W, 329.14 feet; thence S 89°28'02" E, 561.75 feet to the TRUE POINT OF BEGINNING, encompassing an area of 5.00 acres.

**PROPERTY DESCRIPTION - TRACT 2**

A tract of land situated in the North Half of the Southeast Quarter (N1/2 SE1/4) of Section Thirty-five (35), Township Sixty-three (63) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho, more particularly described as follows:

Beginning at a point on the south line of the Northeast Quarter of the Southeast Quarter of said NE1/4 SE1/4 of Section 35 which is 5.99 ± 229.5' E, 496.75 feet from the southwest corner of said NE1/4 SE1/4; thence, leaving said south line and about the east line of the above described tract to the TRUE POINT OF BEGINNING; thence, leaving said east line and along the continuation of a road as it was found to exist January 16, 2007, the following: S 00°07'27" W, 329.14 feet; thence S 89°28'02" E, 561.75 feet to the TRUE POINT OF BEGINNING, encompassing an area of 5.00 acres.

**SUBJECT TO AND TOGETHER WITH** an easement for access and utility in the Southeast Quarter (SE1/4) of Section Thirty-five (35), Township Sixty-three (63) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho, being Day (20) feet in width and lying Thirty (30) feet on each side of the following described centerline:

Commencing at a point on the south line of the Southeast Quarter of the Southeast Quarter of said NE1/4 SE1/4 of Section 35 which is 5.99 ± 229.5' E, 496.75 feet from the southwest corner of said NE1/4 SE1/4; thence, leaving said south line and about the east line of the above described tract to the TRUE POINT OF BEGINNING; thence, leaving said east line and along the continuation of a road as it was found to exist January 16, 2007, the following: S 00°07'27" W, 329.14 feet; thence S 89°28'02" E, 561.75 feet to the TRUE POINT OF BEGINNING, encompassing an area of 5.00 acres.

**SUBJECT TO** an easement for ingress and egress, being Twenty (20) feet in width and lying Ten (10) feet on each side of the following described centerline:

Commencing at a point on the south line of the NE1/4 SE1/4 of Section 35 which is 5.99 ± 229.5' E, 496.75 feet from the southwest corner of said NE1/4 SE1/4; thence, leaving said south line and about the east line of the above described tract to the TRUE POINT OF BEGINNING; thence, leaving said east line and along the continuation of a road as it was found to exist January 16, 2007, the following: S 00°07'27" W, 329.14 feet; thence S 89°28'02" E, 561.75 feet to the TRUE POINT OF BEGINNING, encompassing an area of 5.00 acres.