

**STATEMENT OF PROTECTIVE COVENANTS,  
CONDITIONS, AND RESTRICTIONS**

**Macarthur Development Corporation, Inc.**

This Declaration made on this 12th Day of April, 1999 by Scott A. Peterson, Mary T. Peterson and Herbert A. Peterson for Macarthur Development Corporation whose address is Rte 4, Box 5090 Suite 200, Bonners Ferry, ID hereinafter referred to as DECLARANT;

WITNESSETH:

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

Tract A - 3.00 Acres  
and Remainder -22.64 Acres which is to be divided to 5 lots more particularly described as: SEE ATTACHED PLAT MAP and LEGAL DESCRIPTION

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 attached road maintenance agreement, and subject to the following easements, restrictive covenants and conditions, all of which are for the purpose of enhancing and protecting the 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**

- 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 2**

- 1. LAND USE AND BUILDING TYPE. No lots shall be used except for single family residential purposes. No building shall be commenced, erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling. a private garage or shop not be used in any way for commercial purposes, a detached barn/stall for horse(s), and any other related buildings so long as said related buildings are first approved by the Architectural Control Committee

*[Handwritten signatures and initials]*  
+ [Signature]  
+ [Signature]  
+ me

BA  
990153







**193721**

dedicated to public use without the approval of the Architectural Committee.

**ARTICLE 3.  
ARCHITECTURAL COMMITTEE**

1. **REVIEW BY COMMITTEE.** The Architectural Committee is composed of original owners of Macarthur Development Corporation, Inc., and Idaho corporation. Upon sale of all of the lots and parcels in this project the Architectural Committee responsibilities shall be transferred to the owner(s) of each lot, the owners being the person who has fee ownership in the tract of land 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 Committee shall require a 7/10 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 any buildings are proposed to be erected, 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 Committee requires a majority vote of the lot owners, when the committee structure is transferred to the lot owners after ALL the lots are sold. In the event the committee fails to approve or disapprove, within thirty (30) days after the plans have been submitted to it, or in any event, of no suit to enjoin the construction has been commenced prior to the 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 4.  
GENERAL PROVISIONS**

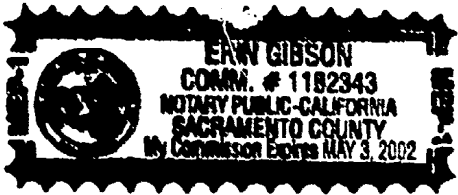
1. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by the majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part.

X  
X  
X  
X  
mp

STATE OF CALIFORNIA )  
 )SS  
COUNTY OF Sacramento )

On this 26<sup>th</sup> day of April, 1999, before me, the undersigned Notary Public, personally appeared SCOTT A. PETERSON known or identified to me to be the President of McCarthur Development Co p. LLC., an Idaho corporation, and known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that McCarthur Development Corp. LLC., an Idaho corporation, executed the same.

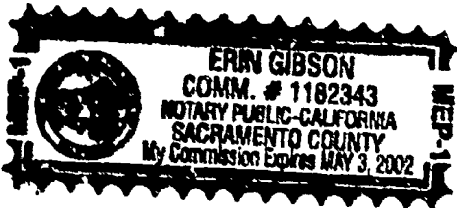
Notary Public for California  
Residing at: 5500 Folsom Blvd. Sacramento, CA.  
Commission Expires: May 3, 2002 95819.



STATE OF CALIFORNIA )  
 )SS  
COUNTY OF Sacramento )

On this 26<sup>th</sup> day of April, 1999, before me, the undersigned Notary Public, personally appeared HERBERT A. PETERSON known or identified to me to be the Vice President of McCarthur Development Corp. LLC., an Idaho corporation, and known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that McCarthur Development Corp. LLC., an Idaho corporation, executed the same.

Notary Public for California  
Residing at: 5500 Folsom Blvd. Sacramento CA  
Commission Expires: May 3, 2002 95819.



# 193721

2. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person, or persons violating or attempting to violate any covenant either to restrain violation 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.

3. SEVERABILITY. Invalidation of any one of these covenants by judgement or court order shall in no way 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 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 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 made and accepted such contract and agreed to purchase the lands herein described subject to all of the restrictions and conditions herein contained.

### ARTICLE 5 Attest:

IN WITNESS WHEREOF, Macarthur Development Corporation, ~~LLC~~ LLC  
has executed this document this 26th day of April, 1999.

*[Signature]*  
Scott A. Peterson, President

*[Signature]*  
Herbert A. Peterson, Vice President

*[Signature]*  
Mary T. Peterson, Secretary

*[Signature]*  
Daleen M. Baker  
Reading: Bonner Ferry, ID  
Exp. 12-30-2004

STATE OF IDAHO }  
County of Boundary }

Filed for record of the request of Boundary Abstract

on the 28 day of Apr, 1999 at 4:10 o'clock P.M., and recorded in Book 128  
of Inst on page 211  
S. M. Larson  
County Recorder  
Fees \$ 21.00  
Denny

STATE OF IDAHO )  
COUNTY OF BOUNDARY ) SS

On this 26<sup>th</sup> day of April, 1999, before me, the undersigned Notary Public, personally appeared **MARY T. PETERSON** known or identified to me to be the Secretary of McCarthur Development Corp, LLC., an Idaho corporation, and known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that McCarthur Development Corp, LLC., an Idaho corporation, executed the same.

*[Signature]*  
Notary Public for Idaho

Comm Exp 12/31/2004