

STATEMENT OF PROTECTIVE COVENANTS, CONDITIONS AND
RESTRICTIONS

THIS DECLARATION made on the 22nd day of July, 1972, by MARX DEVELOPMENT COMPANY, an Idaho Corporation, whose business address is P.O. Box 922, Bonners Ferry, Idaho 83805, hereinafter referred to as DECLARANT;

W I T N E S S E T H:

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

A tract of land in the Southeast Quarter (SE $\frac{1}{4}$) of Section Twenty-one (21), Township Sixty-Two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

BEGINNING at a point on the east line of said Section 21 which is S 00°02'44" E, 612.86 feet from the East Quarter corner of the Section; Thence, along the Section line S 00°02'44" E, 464.99 feet; Thence leaving said Section line S89°53'37" W., 110.00 feet; Thence S00°02'44"E, 30.00 feet; Thence N89°53'37"E, 79.99 feet; Thence S25°25'21"E, 70.00 feet to the East line of Section 21; Thence along the Section line, S00°02'44" E, 416.56 feet; Thence S 89°48'40" W., 130.00 feet; Thence S 76°02'49"W, 271.67 feet, to the eastern boundary of Marx 2nd. Addition; Thence along said eastern boundary for the following 9 courses: N00°36'48" E., 120.00 feet; Thence on a curve to the left having a central angle of 4°47'36" and a radius of 252.16 feet, for an arc distance of 21.10 feet (chord= N68°35'19" E, 21.09 feet); Thence N 23°48'29" W, 60.00 feet; Thence N 10°50'43" E., 565.31 feet; Thence N 00°06'23" W., 60.00 feet; Thence S 89°53'37" W., 32.29 feet; Thence on a curve to the right having a central angle of 131°44'36" and a radius of 30.00 feet, for an arc distance of 68.98 feet (chord= N 24°14'05" W., 54.76 feet); Thence on a curve to the right having a central angle of 30°59'37" and a radius of 570.00 feet,

for an arc distance of 308.34 feet (chord= N 57°07'59" E., 304.59 feet); Thence N 72°37'50" E., 93.10 feet, to the TRUE POINT OF BEGINNING: encompassing an area of 7.27 acres.

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 2 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 one detached single family dwelling, a private garage, and other related buildings so long as said related buildings are first approved by the Architectural Controlled Committee.

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 or walls shall be commenced, erected, placed or altered on any lot nearer to any street than the minimum building set back line unless similarly approved. Approval shall be as hereinafter provided.

3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot containing less than 1,080 square feet on the main floor, exclusive of open porches and garages. No two story houses shall be allowed on Lot #1 through #11. Two story houses may be built on lots #12, 13, and 14. A house with a main floor and a daylight basement shall be considered as a single story for these purposes.

4. BUILDING LOCATION.

a. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines. In any event, no building shall be located on any lot nearer than 30 feet to the front line nor 25 feet to any side street line with the exception of Lot # 1 and 6 which shall be 30' from Westview Drive. No building shall be located nearer than 15 feet to an interior lot line.

b. With written approval of the Architectural Control Committee, a one story attached garage may be located nearer to the street than above provided, but not nearer than 10 feet to any street line, where the natural elevation of the lot along the established minimum build etback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 20 feet to any street line.

c. Notwithstanding the above, no building shall be commenced, erected or placed on a reserved easement as it appears on the Final Plat of the Marx 4th. Addition on file

with the Recorder's Office of Boundary County, State of Idaho.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved along the interior ten feet of each lot line. 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, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible.

6. NUISANCES AND MAINTENANCE. 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. At all times the lot owner shall maintain his total lot in a clean and tidy manner, at all times promoting the general asthetic qualities of Marx 4th. Addition.

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. 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 four square feet, one sign of not more than 25 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. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that 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 so long as it is not kept or boarded on the premises overnight.

10. 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, barbeque pits and the like is prohibited, it being intended that all

refuse, trash, garbage, and the like shall be hauled from the subdivision.

11. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot.

12. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No corner lot may have a driveway closer than 40 feet to the intersecting sight of line. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

13. RESTRICTIONS. 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, beauty shops, or other home business may be maintained with

the main dwelling upon specific approval of 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 large trucks or buses are to be stored or parked on any lot except in a garage, carport, or within an approved parking area, nor are they to be parked on any street. Cars and pick-ups belonging to a lot owner shall be regularly parked off the street. Each lot shall have parking for four or more automobiles or similar vehicles.

16. OBSTRUCTIONS. Outside clotheslines, aerials, antennas, towers, satellite television dishes, or similar structures must be approved by the Architectural Control Committee.

17. 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.

18. 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.

19. CONSTRUCTION, TIME LIMITATIONS. All construction of a residential nature must be completed by a date within 18 months from commencement of construction.

20. MODULAR HOMES, MANUFACTURED HOMES AND DOUBLE WIDE MOBILE HOMES. No structures commonly referred to as "modular homes", "manufactured homes" and "double wide mobile homes" shall be placed upon any lots without the prior approval of the Architectural Control Committee.

21. FUTURE SUBDIVISION. Any future subdivision of any lot, parcel or tract of the aforementioned property is prohibited. The exception is when a lot is purchased by two adjoining lot owners and the lot is divided between them to increase their respective lots. No houses may be built on these partial lots, however additions to a house on a full sized lot may extend onto a partial lot.

22. PUBLIC DEDICATION. Other than land dedicated to public use as it appears in the Final Plat of the Marx 4th. Addition, no further lot, parcel or tract of land may be dedicated to public use without the approval of the Architectural Control Committee.

ARTICLE 3

Architectural Control Committee

1. REVIEW BY COMMITTEE. The Architectural Control Committee is composed of JAMES D. MARX, HELEN M. MARX, and a member to be elected by the owners of lots comprising Marx 4th. Additon. It is understood that JAMES D. MARX shall have the right and authority to change the membership of said committee by notice in writing to the other members and name new members to the committee at his discretion. The committee shall have the right to refuse to 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 at 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 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 year 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 a majority of the then owners of the lots has been recorded, agreeing to change said 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 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 restriction.

3. SEVERABILITY. Invalidation of any one of these covenants by judgment 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 accepted such deed and title to the land herein described or any portion thereof, subject to all the restrictions and conditions herein contained.

ARTICLE 5

Attest

IN WITNESS WHEREOF, MARX DEVELOPMENT COMPANY has executed this document this 22nd day of July, 1992.

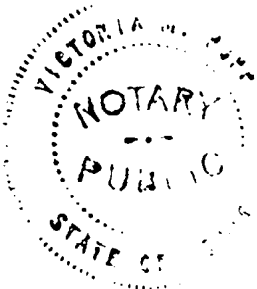
MARX DEVELOPMENT COMPANY

BY: James D. Marx
JAMES D. MARX, President

Helen M. Marx
HELEN M. MARX, Secretary

STATE OF IDAHO :
 SS
County of Boundary :

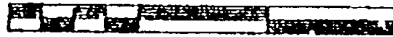
On this 22nd day of July, in the year 1992, before me, the undersigned Notary Public for Idaho, personally appeared JAMES D. MARX, known to me to be the president of the corporation that executed the instrument, and HELEN M. MARX, known to me to be the secretary of the corporation that executed the instrument, and acknowledged to me that such corporation executed the same.



Victoria W. Perry
Notary Public for Idaho
Residing at Bonners Ferry
My Comm. Exp.: 9-21-96

ALL INSTRUMENTS
COUNTY OF IDAHO, SS
Recorded at the office of
Randall W. Day
23 July 1992 1:52
p. 85
Instruments 87

MARX DEVELOPMENT CO.



1 INCH = 200 FEET

