

After recording Return to:

Larry Morrison
RR 1 Box 445-1A
Bonners Ferry, ID 83850

0177602

DECLARATION OF PROTECTIVE COVENANTS

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, LARRY G. MORRISON and STEPHANIE D. MORRISON, owners of the following described real estate, situated in the County of Boundary, State of Idaho, to-wit:

The North Half of the Southwest Quarter of the Southeast Quarter, of Section 36, Township 62 North, Range 1 East, Boise Meridian, Boundary County, Idaho.

hereby make the following declarations as to the limitations, restrictions and uses to which said property, and/or subdivisions thereof, may be put, and the undersigned hereby specify that this said Declaration shall constitute covenants to run with all the land as provided by law, and shall be binding upon all parties and persons claiming under them for the benefit of and limitations upon all future owners of said parcel, or subdivisions thereof. This Declaration of Protective Covenants is designed for the purpose of keeping said property desirable, uniform and suitable in architectural design and use as specified herein.

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 ten (10) years from the date these covenants are recorded, after which said covenants shall be automatically extended for successive periods of five (5) years unless an instrument signed by 75.0% of the then owners agree to change said covenants in whole or in part.

DECLARATION OF RESTRICTIVE COVENANTS 1

2. ENFORCEMENT: These restrictions shall operate as covenants running with the land for the benefit of any and all persons who now own or who may hereafter own any portion of said property described herein, and such persons are specifically given the right to enforce these restrictions through any proceedings to recover any damages suffered by them for any violation thereof.

Any owner of the property aggrieved by violation of the restrictive covenants is entitled to a court injunction against the violation, and will be entitled to recover court costs and attorney fees incurred in obtaining the injunction, or at the option of the aggrieved party, arbitration may be instituted.

These Covenants, and all parts thereof, may be enforced by the Declarant or the owner of any tract by an appropriate proceeding at law or in equity or by arbitration, and may include proceedings to enjoin the violation and recover damages. The owners of tracts of land within said property do, by owning property that is subject to these covenants, agree to submit to arbitration if an action is brought by an owner, as defined elsewhere herein in this document, or by the Declarant, their successors and or assigns. The American Arbitration Association shall select the arbitration panel and moderate the arbitration unless another arbitration panel shall be agreed to by both parties to any dispute under the terms of these covenants or violation of these covenants.

Invalidation of any one of the covenants, conditions or

restrictions stipulated within this document shall in no way affect other provisions of this document which shall remain in full force and effect.

Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter.

The prevailing party in any action brought to enforce any provision of these covenants, conditions or restrictions shall be awarded reimbursement of all costs incurred in the enforcement of these covenants, including reasonable attorney's fees.

3. SEVERABILITY: Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall continue in full force and effect.

4. LAND USE AND BUILDING TYPE: The property and all subdivisions thereof are designated residential home lots. Mobile homes, modular homes, or standard construction homes on a foundation are allowed if they are ~~permitted by local ordinance~~ ~~permitted by local ordinance~~ in harmony with other permanent structures in the area. No home shall be less than eight hundred (800) square feet in size. Any construction shall, within one hundred twenty (120) days, have the outside completed and all necessary painting or staining completed. Any additional improvements will be subject to the limitations herein. The owner of any parcel, once construction of a patio, canopy or detached garage is commenced, shall, within ninety (90) days thereafter, have the patio or canopy completed and in the case of a garage, shall have the exterior completely finished and all necessary painting or stain-

ing completed. All mobile and modular homes shall be at least 20 feet wide and 40 feet long, constructed on or after January 1, 1986.

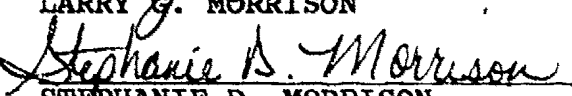
5. NUISANCES AND RULES: No noxious or offensive activities shall occur on any lot, nor shall anything be done thereon which may be or become an annoyance, or nuisance to the neighborhood. Garbage shall be disposed of promptly. Lawn and weeds shall be mowed at least semi-monthly.

6. TEMPORARY STRUCTURES: No structure of any temporary character ~~xxxxxx~~ tent, shack, garage, barn or other structure, building or shed, shall be placed on any lot at any time whatsoever ~~xxxxxx~~.

7. VEHICLES: No storage of any motor vehicles or other equipment, either temporarily or permanently, shall be permitted on any parcel, except that one camper and one boat may be stored on each parcel. No more than three motor vehicles in operating condition shall be maintained and parked at any one time by any owner of any parcel.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 18 day of May, 1995.


LARRY G. MORRISON


STEPHANIE D. MORRISON

STATE OF IDAHO)
County of Bonner) ss.

On this day personally appeared before me, the undersigned Notary Public, LARRY G. MORRISON and STEPHANIE D. MORRISON, husband and wife, known to me to be the persons whose signatures are subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 18 day of May, 1995.

Valley Pizzolato
Notary Public
Residing at: Clarkport
Comm. Exp.: 6-29-96

STATE OF IDAHO)
County of Boundary) ss
Filed for record at the request of
First Am. Title
on the 19th day of May, 1995, 9:41
o'clock AM., and recorded in Book 101
of Instr. on page 458.
Kris Larson
County Recorder
By C. Thornton Deputy
Fee \$ 15.00 chg
Mail to Fatra