

266800

**Conditions of Protective Covenants,  
Conditions and restrictions for  
Moyie Estates Subdivision**

**THIS DECLARATION made on the 23 day of March, 2016, by David P. Volking Sr. and Syble J. Volking, husband and wife, whose address is 430 E. Titanium Court Post Falls, Idaho 83854 hereinafter referred to as  
Declarant:**

**Witnesseth: Whereas, Declarant is the owner of all property located in  
Boundary County, State of Idaho, more particularly described as  
"MOYIE ESTATES SUBDIVISION"**

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. No changes shall be made to this covenant without prior written agreement of the Moyie Springs City Council

**ARTICLE I**

**Area of Application**

1. **FULLY PROTECTED AREA RESIDENTIAL AREA:** The residential area covenants in Article 2 hereof in their entirety shall apply to all of the described real estate. (Moyie Estates Subdivision)

**Article II**  
**Residential Covenants**

1. **LAND USE AND BUILDING TYPE:**
  - a. **Lots:** No lots shall be used except for residential type purposes. No buildings shall be commenced, erected, altered, placed, or permitted to remain on any lot other than those approved by the Architectural Control Committee.
  - b. **Easements:** No easements shall be granted by any owner of real property without the written consent of the Architectural Committee, and without such signed architectural consent being part of and incorporated in the easement document.
  
2. **ARCHITECTURAL CONTROL:** No residences, buildings, workshops, guest homes, fences, or walls 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 submitted and approved for a Building Permit by the City of Moyie Springs and approved by the Architectural Control Committee as to quality of workmanship and materials. All single family residences must contain a minimum of 1,400 sq. ft. of ground floor area in the main structure exclusive of open porches or garages. Each single family resident must have a attached double car garage.
  
3. **SPECIAL BUILDING RESTRICTIONS:** Single family residences must have fire proof 30 year warranty architectural roofing shingles, exposed roll roofing may not be used on any structure. No asphaltic covering shall be used as finished exterior siding. All buildings must be constructed of new materials. All buildings are to have prior approval of the APDC before permitting. No modular, mobile, prefabricated homes are permitted in the Moyie Estates Subdivision.
  
4. **BUILDING LOCATION:** No building shall be located on any lot nearer than 25' from the side and rear lot line and 40' from the front lot line. Eaves shall not be considered part of the building.
  
5. **TIME LIMITS:** All new construction commenced shall be completed within six months of commencement of construction.
  
6. **EASEMENTS:** No building shall be commenced, erected or placed on a reserved easement as it appears on the Final Plat of Moyie Estates Subdivision on file with the

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

- 6A. **EASEMENTS:** Private driveway easements shall be maintained and or improved by the owners of the bordering properties.
7. **NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon with which may be or may become an annoyance or nuisance to the neighborhood.
8. **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.
9. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except one professional sign advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.
10. **OIL AND MINING OPERATION:** No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tank, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.
11. **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 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.
12. **GARAGE 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 of trash in outside incinerators, barbecue pits and the like 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 subdivision.
13. **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. **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 disposal system is required.
16. **PARKING:** Commercial type vehicles, trucks cars and pickups belonging to a lot owner shall 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.
17. **TRAILER AND BOAT PARKING:** House trailers or mobile homes shall not be stored or parked on any lot except in a closed garage, nor regularly parked on any residential street or alley. That type of trailer commonly known as a camping trailer, and boats may be parked by the owner so long as such camping trailer or boats are parked in the rear of the dwelling.
18. **GRAVEL PITTS:** No gravel pit or sand pit shall be maintained or operated on any lot.
19. **OBSTRUCTIONS:** Outside clothes lines, aerials, antennas, towers or similar structures must be approved by the Architectural Control Committee.
20. **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.
21. **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 into and adjoining property.
22. **WATER COLLECTION:** Buyer acknowledges that buyer is subject to all rules, regulations and ordinances of the City of Moyie Springs, Idaho; and buyer agrees to comply with all such rules, regulations and ordinances at buyer's sole expense,

including without limitation by such inclusion, all such rules, regulations and ordinances pertaining to water and water systems.

23. **WATER:** Domestic water shall be furnished by the City of Moyie Springs, Idaho in accordance with the rules and regulations set forth by the board and City Council of Moyie Springs. Additionally water service lines shall be provided by the lot owner or builder to the city hook-on adjacent to the lot. It shall be the sole responsibility of the lot owner and or builder of any home/building in the Moyie Estates Subdivision to pay any hook-up tap-on, or usage charges as required by the City of Moyie Springs, and to abide by any and all rules and regulations associated therewith. No individual water supply system shall be permitted on any lot.
24. **UTILITY FEES:** All utility hook-up fees are the responsibility of buyer or builder.
25. **MOTO-CROSS COURSES:** No moto-cross or other courses may be constructed on any lot.

### **ARTICLE III**

#### **Architectural Control Committee**

1. **REVIEW BY COMMITTEE:** The Architectural Control Committee is composed of David P. Volking Sr. and Syble J. Volking. It is understood that the Architectural Control Committee shall have the right and authority to name new members to the committee in its discretion. The committee shall have the right to refuse to approve any such plans or specification 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 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. 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 IV**

##### **General Provision**

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 (30) years from the date these covenants are recorded, after which time 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.
2. **ENFORCEMENT:** Enforcement shall be by proceedings at law or in equity against any person or persons violating and/or to recover damages. Cost of enforcing these covenants, including attorney fees and court cost, shall be paid by any person found in violation of said covenants, conditions and/or restrictions. Such proceedings may be commenced by any lot owner, the Architectural Control Committee or the City Council of the City of Moyie Springs.
3. **SEVERABILITY:** Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

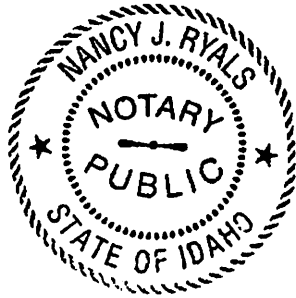
- 4. NOTICE: Any notice required to be sent to any owner under the provisions of this Declaration shall be deemed to have been properly given when mailed, postage prepaid, to the last known address of the person who appears as owner of record at the time of mailing.

*David P. Volking Sr.*  
David P. Volking Sr.

*Syble J. Volking*  
Syble J. Volking

STATE OF IDAHO ) ss.  
County of ~~Kootenai~~ *Boundary* )

On this 23rd day of March 2016, before me, the undersigned Notary Public, personally appeared David P. Volking Sr. and Syble J. Volking, ~~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.



*Nancy J. Ryals*

Notary Public for Idaho

Residing at Business Ferry, Idaho

Com. Expires: July 19, 2017

STATE OF IDAHO } ss.  
County of ~~Boundary~~ *Boundary* }  
Filed by: David P. Volking Sr.  
on 4-8-16 at 10:10  
Glenda Poston  
County Recorder C. Grainger  
By Deputy  
Fee \$ 28.00 pd  
Mail to 430 E. Titanium Court  
Post Falls, ID. 83854