

# Tungsten Holdings, Inc. North Rim Property

217527

## Article I. Conditions, Covenants, and Restrictions

The following Conditions, Covenants, and Restrictions shall attach to and run with the land described in the record of survey for Tungsten Holdings, Inc. lands and Rick and Christine Dinning lands all located in the SW¼ of the NE¼ of Section 22, Township 62 North, Range 1 East, B.M., Boundary County, Idaho comprising Tracts 1, 2, 3, and 4, recorded April 1, 2003, Book 5 of Surveys, Page 74 as Instrument #209970, according to the plat thereof on file in the office of the Clerk and Recorder, Boundary County, Idaho.

Tungsten Holdings, Inc. and Rick and Christine Dinning warrant that they are the sole owners of all the lands identified in said survey.

### Section 1.01 Residences and Structures

- (a) Temporary residences, such as trailers and campers, may be used for no longer than two (2) years.
- (b) No mobile homes or manufactured homes may be situated or stored on the property.
- (c) No structures of any kind may remain in an unfinished exterior condition for more than one (1) year.
- (d) "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, doors, stoop, stairs or porches appropriately painted, stained or having a finished coating in another manner.
- (e) No scrap material of any kind may be stored outside of an enclosed building.

### Section 1.02 Unobstructed Views

It is the intent of this section to maintain, for all owners, home-sites that offer views of the Kootenai Valley and surrounding mountains while at the same time upholding privacy amidst each other.

- (a) Due to the nature of trees to grow, it is a certainty that over the course of time there will be trees growing on Tracts 1, 2, 3, and 4 that will impede each other's view. Since it is the objective of the landowners to preserve their view, any tree(s) growing on a neighbor's tract that, over the course of time, has obstructed any one of the owner's view of the Kootenai Valley or mountains to the South, East, and West, can be requested to be removed within a reasonable amount of time. However, this shall not permit the removal of "mature" trees currently blocking said views, and shall only apply to trees that have grown up into the view of neighboring tracts.
- (b) In the event that the owner of the property on which the tree(s) identified for removal (herein after referred to as servient estate) fails to remove the tree(s) within 30 days of receipt of written notice from the requesting owner to remove said trees, then and in that event, the requesting owner shall have the right to enter upon the servient estate and fall the offending tree(s). However, the tree(s), at all times, shall belong to and be owned by the owner of the servient estate.

### Section 1.03 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. This will include, but not be limited to, horses, cattle, sheep, goats, pigs, and llamas.

- (c) No "vicious or potentially fierce" breed of dog will be allowed. This will include, but not be limited to, Rottweilers, American Staffordshire Terriers, Pitbulls, Chows, Doberman Pinschers, Akitas, 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, so long as they do not become a detriment or nuisance to the neighborhood.

#### **Section 1.04 Vehicles**

- (a) No auto repair businesses, 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 longer than thirty (30) days.

### **Article II. Road Use Conditions**

#### **Section 2.01 Purpose**

- (a) The purpose of these Road Use Conditions is to establish a means for the maintenance and repair of the road in the above referenced record of survey that will be proportionately shared among the parties utilizing the road.

#### **Section 2.02 Maintenance and Repair**

- (a) The owners of the above referenced land shall, at their own expense, maintain and repair the above referenced road to, at a minimum, the standards of its current condition. The road maintenance and repair responsibility will be proportionately shared among the landowners. A meeting may be held between the owners at specific time intervals or called when required, to discuss the specifics and responsibilities in insuring the road is kept at the above referenced standard. Snow removal shall not be considered maintenance or repair and is addressed in Section 2.03 below.

#### **Section 2.03 Snow Removal**

- (a) Any parties utilizing said road during winter months hereby agree to bear in proportionate shares the cost of plowing said road. Interested parties shall agree upon the hiring of personnel and equipment necessary to keep road open and traversable. Any party failing to bear their portion of said plowing costs shall be deemed to have waived their rights to access and shall not be allowed to utilize said road for as long a period as plowing remains necessary for road use.

#### **Section 2.04 Excessive Wear and/or Damage**

- (a) Should any landowner cause or be responsible for causing excessive wear or damage to any part of the road system, then that landowner shall be responsible for repairing the road and restoring it to a condition as good or better than before the damage occurred.

### **Article III. Remedies**

#### **Section 3.01 Property Owners Association**

- (a) This document shall remain in full force and effect until at some time in the future, 75% of the landowners agree to creating a Property Owners Association to govern, control, or amend any of the Conditions, Covenants, and Restrictions or Road Use Conditions, then all landowners in this subdivision shall become members and agree to abide by the decisions of the Property Owners Association.

#### **Section 3.02 Persons Bound by this Document**

- (a) The Conditions, Covenants, and Restrictions and Road Use Conditions shall be binding upon the heirs, successors and assigns of Tungsten Holdings, Inc. and Rick and Chris Dinning to the above referenced lands 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 shown on the above mentioned survey. Should a parcel be divided further, then each legal owner of record of that division will also be considered a landowner.


**Section 3.03 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 an owner who does not comply with any of the Conditions, Covenants, or Restrictions or Road Use Conditions 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 3.04 Tungsten Holdings, Inc. Right to Amend this Document**

- (a) This document may be amended by Tungsten Holdings, Inc. so long as Tungsten has a majority ownership, but only with the approval of any amendments by 100% of the landowners.

 10-27-04  
 \_\_\_\_\_ Date  
 Tungsten Holdings, Inc.  
 By: Rick Dinning, President

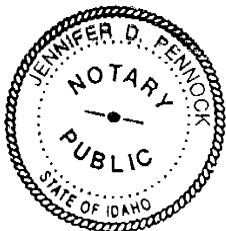
 10-27-04  
 \_\_\_\_\_ Date  
 Rick Dinning

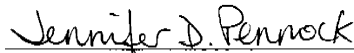
 10-27-04  
 \_\_\_\_\_ Date  
 Christine Dinning

STATE OF IDAHO )  
 ) ss.  
 COUNTY OF BOUNDARY )

On this 27 day of October, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Dinning, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument, on behalf of Tungsten Holdings, Inc., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.




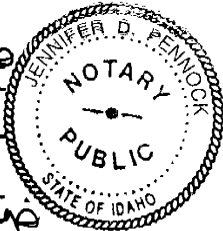
  
 Notary Public for State of Idaho  
 Residing at: Bonners Ferry, Idaho  
 My Comm. Exp: 9/26/09

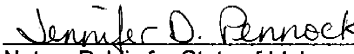
STATE OF IDAHO )  
 ) s.s.  
 COUNTY OF BOUNDARY )

On this 27 day of October, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Dinning and Christine Dinning, personally known to me, or proved to me on the basis of satisfactory evidence, to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.

STATE OF IDAHO ) ss  
 County of Boundary )  
 Filed By: Tungsten Holdings  
 on 10-27-04 at 3:35  
 Glenda Poston  
 County Recorder  
 By Deputy 



  
 Notary Public for State of Idaho  
 Residing at: Bonners Ferry  
 My Comm. Exp: 9/26/09

Fee \$ 9.00 cash  
 Mail to Tungsten Holdings