

0161382

STATEMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the 30th day of April, 1990, by NICK PLATO and JEAN PLATO, whose mailing address is HCR 85, Box 10, 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:

Lots One (1), Two (2), Three (3), Four (4), and Five (5) of Block Two (2) of Northland Woods Subdivision, Lots One (1) and Two (2) of Block Four (4) of Northland Woods Subdivision and Lots Two (2), Three (3), and Four (4), Block Three (3) of Northland Woods Subdivision, all being a portion of the Northwest Quarter (NW $\frac{1}{4}$) of Section Fourteen (14), Township Sixty-two (62) North, Range One (1) East of the Boise Meridian, Lying west of U.S. Highway No.95 and embraced within the plat known as Northland Woods Subdivision, the boundary of which is more particularly described as follows:

Beginning at the intersection of the westerly right of way of U.S. Highway No. 95 and the East-West center line of said Section Fourteen (14), which is S89°57'43" E., 1047.25 feet from the West Quarter corner of Section 14; Thence, along the East-West center line of the Section, N89°57'43"W, 717.25 feet; Thence N00°02'04" E., 264.00 feet; Thence N89°57'43" W., 300 feet, to the easterly right of way of the County road known as County Road No. 30A; Thence, along the county road right of way, N00°02'04" E., 1870.75 feet; Thence 89°42'52" E., 392.56 feet; Thence S00°02'04" W., 422.05 feet; Thence S59°01'28" E., 93.88 feet; Thence G30°58'32"W, 358.62 feet; Thence on a curve to the right having a central angle of 40°46'31", with a

radius of 220.00 feet, for a distance of 156.57 feet; Thence S18°14'57" E., 60.00 feet; Thence S 27°52'16" E., 321.25 feet; Thence N27°11'59" E., 292.76 feet; Thence S33°42'01" E., 297.09 feet; Thence S37°17'07" E., 240.40 feet; Thence N86°57'16" E., 85.52 feet; Thence S55°14'10" East, 141.51 feet; Thence N24°17'20" East, 270.95 feet; Thence N01°39'53" West, 89.75 feet; Thence N22°56'05" East, 860.33 feet; Thence S67°03'55" East, 320.00 feet, to the westerly right of way of U.S. Highway No. 95; Thence, along said right of way, S22°56'05" West, 1812.33 feet, to the TRUE POINT OF BEGINNING.

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 COMMERCIAL AREA. The commercial area covenants in Article 2 hereof in their entirety shall apply to Lots 1, 2, 3, 4, and Five of Block 2, Northland Woods Subdivision and Lots 1, and 2 of Block 4, Northland Woods Subdivision and
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Lots Two (2), Three (3) and Four, Block Three (3) of Northland Woods Subdivision of the above described real estate.

ARTICLE 2

Commercial Covenants

1. LAND USE AND BUILDING TYPE. No lots shall be used except for commercial purposes as allowed under existing Boundary County ordinance. No buildings shall be commenced, erected, altered, placed, or permitted to remain on any lot unless first approved by the Architectural Control 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 previously approved. Approval shall be as hereinafter provided. All signs and other on site commercial advertising shall be in accordance with guidelines and policies established by the Architectural Control Committee.

3. BUILDING LOCATION.

a. No building shall be located on any lot nearer than 35 feet to the front line and 25 feet to any side street line. No

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building shall be located nearer than 15 feet to an interior lot line.

b. Notwithstanding the above, no building shall be commenced, erected or placed on a reserved easement as it appears on the Final Plat of the Northland Woods Subdivision, 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 as shown on the final plat of Northland Woods Subdivision as recorded Book No. 2 of Plats at page 38, of the Official Records of Boundary County, and 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 general development of the lots as a commercial subdivision. At all times the lot owner shall maintain his total lot in a clean and tidy manner, at all times promoting the aesthetic

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qualities of the Northland Woods Subdivision. In the event a lot line does not coincide with the street edge, lot owner shall maintain the grounds in a clean and tidy manner up to the street edge. All lots with growing timber shall be maintained and managed consistent with good forestry practices, at all times promoting the general aesthetic qualities of Northland Woods Subdivision. Lot owners shall establish such artificial or natural "screens" as from time to time may be required by the Architectural Control Committee so as to promote the development of each lot to its highest and best use with such use not aesthetically interfering with the development of the Northland Woods Subdivision.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other building shall be used on any lot at any time as a residence either temporarily or permanently. During the construction of any building, 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 sign that has been approved by the Architectural Control Committee, notwithstanding the foregoing a sign of not more than 25 square feet advertising the property for sale or rent, or signs used by a builder to

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advertise the property during the construction and sales period is permissible.

9. LIVESTOCK : Animals such as livestock, dogs, cats, or other household pets may be kept on the premises provided that they are kept, bred, or maintained in such a way as to not constitute a source of annoyance to any adjoining property owner. The Architectural Control Committee shall have sole authority to determine whether or not such animals constitute an annoyance and their decision as to the necessity to abate any such use is final and upon notification to the property owner to cease and desist the property owner shall immediately comply with such request. In the event that the property owner fails to comply, the same shall constitute a nuisance and the Architectural Control Committee will be free to apply to the courts of the State of Idaho for injunctive relief to abate the nuisance and the property owner shall bear all costs of such litigation including reasonable attorney fees and in the event that the costs and attorneys fees are not paid the same shall become a lien upon the property and shall be entitled to foreclosure in accordance with the laws relating to the foreclosure of liens and mortgages in the State of Idaho.

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, pits and the like is permitted so long as the same does not become an annoyance to any adjoining

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property owner. The Architectural Control Committee shall have sole authority to determine whether or not disposal constitutes an annoyance and their decision as to the necessity to abate any such use is final and upon notification to the property owner to cease and desist the property owner shall immediately comply with such request. In the event that the property owner fails to comply, the same shall constitute a nuisance and the Architectural Control Committee will be free to apply to the court of the State of Idaho for injunctive relief to abate the nuisance and the property owner shall bear all costs of such litigation including reasonable attorney fees and in the event that the costs and attorneys fees are not paid the same shall become a lien upon the property and shall be entitled to foreclosure in accordance with the laws relating to the foreclosure of liens and mortgages in the State of Idaho.

11. 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.

13. PARKING. Parking of all motor vehicles shall be off street parking and the parking of any vehicle on a public street or roadway dedicated to public use shall be a violation of these

conditions. Parking is included to mean the stopping of any motor vehicle for the purposes of making a delivery to a building on a commercial lot and such parking and delivery must occur off the county road. Each lot shall be developed in such a manner as to provide off street parking for its intended customers in a manner as prescribed by the Architectural Control Committee.

14. SURFACE WATER. No owner shall collect water at one point and discharge the 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 without first receiving the written approval of the Architectural Control Committee. It is contemplated that a drainage plan shall be developed for the overall benefit of the division and any surface water that flows from one lot to another, so long as such flow is in accordance with a plan approved by the Architectural Control Committee shall not be a trespass upon the adjoining property owner.

15. FUTURE SUBDIVISION. Any future subdivision of any lot, parcel or tract of the aforementioned property is prohibited.

16. PUBLIC DEDICATION. Other than land dedicated to public use as it appears in the Final Plat of the Northland Woods Subdivision, no further lot, parcel or tract of land may be dedicated to public use without the approval of the Architectural Control Committee.

ARTICLE 3

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Architectural Control Committee

1. REVIEW BY COMMITTEE. The Architectural Control Committee is composed of Nick Plato and Jean Plato , and a member to be elected by the owners of lots comprising Northland Woods Subdivision. It is understood that Nick Plato 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.

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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 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 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 wise affect any of the other provisions which shall remain in full force and effect.

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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.

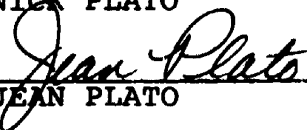
6. DEEDS. Every person, who by deed becomes the owner of any lot, tract, or parcel of land herein above described, will be deemed to have accepted such deed and title to the land herein described or any portion thereof, subject to all the restrictions and conditions herein contained.

ARTICLE 5

Attest

IN WITNESS WHEREOF, Nick Plato and Jean Plato have executed this document this 30 day of April 1990



NICK PLATO


JEAN PLATO

STATE OF IDAHO :
 ss
County of Boundary :

On this 30 day of April, 1990, before me the undersigned Notary Public for the State of Idaho, personally appeared NICK PLATO and JEAN PLATO, husband and wife, known to me to be the parties whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same.

Randall W. Day
Notary Public for Idaho
Residing at Bonner Ferry
My Comm. Expires: 8-3-94

STATE OF IDAHO }
County of Boundary } SS

Filed for record at the request of
Nick & Jean Plato
on the 11th day of May, 1990 at 2:34
o'clock P.M., and recorded in Book 75
of Instruments on page 351

NORMA J. ESTE

County Recorder

By C. Thorston
Deputy

Fee \$ 36.00

Made at to Day