BA2006357

# Tungsten Holdings, Inc. Porthill Tracts

228598

The following conditions, covenants and restrictions shall attach to and run with the following described lands more particularly described as follows:

All those portions of land located in the East Half of the Southeast Quarter and that portion in the Southeast Quarter of the Southeast Quarter of the Northeast Quarter of Section 17, Township 65 North, Range 1 West, B.M., Boundary County, Idaho, lying south of the access road as described in the attached Exhibit "A"; and all that portion in the Northeast Quarter of Section 20, Township 65 North, Range 1 West, B.M., Boundary County, Idaho, lying east of County Road 46, also known as Farm to Market Road.

EXCEPT that portion described in Record Of Survey recorded December 21, 2005, in Book 6 of Surveys, Page 7, as Instrument No. 224323, on file in the office of the Clerk and Recorder, Boundary County, Idaho.

Tungsten Holdings, Inc. warrants that it is the sole owner of all the lands identified above.

### Conditions, Covenants, and Restrictions

- No mobile homes or manufactured homes may be stored or situated on the property.
  Recreational vehicles (RV's) are permitted, as long as they are not used as a permanent
  residence.
- 2. The keeping of any animal(s) shall not disturb the enjoyment of neighboring properties (i.e. no aggressive behavior, excessive noise, dust or odors, etc.). Livestock (i.e. horses, cattle, llamas, sheep, goats or pigs, etc.) are limited to one (1) animal per acre. Livestock and household pets must be fenced, tethered or otherwise controlled and not allowed to roam onto neighboring properties.
- 3. Should any landowner cause or be responsible for causing excessive wear or damage to any part of the road system that serves as access to other properties within the boundaries of the property described above, then the landowner responsible for such damages shall be responsible for repairing the road and restoring it to a condition as good as or better than before the damage occurred.
- 4. No junkyards or wrecking yards shall be allowed. No abandoned, inoperative, or non-running vehicles to be stored outside of an enclosed building. Vehicles may not be stored on the property outside of an enclosed building for the purpose of being repaired for longer than 30 days.
- Off-Road Vehicles (including, but not limited to, motorcycles and ATV's), will be allowed so long as they do not become a detriment or nuisance, such as excessive dust, noise or persistent use, to the neighborhood
- 6. No excessive noise, traffic, dust, odors, etc.

## Remedies and Amendments

 These Conditions, Covenants, and Restrictions may be amended, but only with the approval of all landowners.

#### Persons Bound by this Document

- 2. These Conditions, Covenants, and Restrictions shall be binding upon the heirs, successors and assigns of Tungsten Holdings, Inc. to the above referenced lands and shall be deemed to be an obligation running with the land.
- Landowner shall mean the legal owner of record of each parcel within the above described property.

#### **Enforcement of this Document**

- 4. This document may be enforced by all remedies available under Idaho Law, including the placement of a lien against the property, or properties, of a landowner who does not comply with any of the conditions, covenants, restrictions and remedies of this agreement.
- 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.

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Tungsten Holdings, Inc. By: Rick Dinning, President	$\geq$	<del></del>	9/g Date	72 /06			
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STATE OF IDAHO	)						
COUNTY OF BOUNDARY	)	)ss.	e e e e e e e e e e e e e e e e e e e	i de la compania del compania de la compania del compania de la compania del compa			
On this <u>22<sup>-4</sup></u> day of Septer for said State, personally appet the basis of satisfactory evide behalf of Tungsten Holdings, that such corporation execute	eared F ence) t Inc., t	Rick Dinning, to be the per he corporation	personally kr rson who exe on therein na	nown to me cuted the med, and	ne (or pro within in acknowl	ved to n strumer ledged t	ne on nt, on to me

WITNESS my hand and official seal.

its Board of Directors.

Notary Public for State of Idaho Residing at: Bonners Ferry, Idaho My Comm. Exp: 4/4//2

#### Exhibit "A"

An easement for access and utilities in the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) and the East Half of the Southeast Quarter (E1/2 SE1/4) of Section 17, Township Sixty-five (65) North, Range One (1) West of the Boise Meridian, Boundary County, Idaho, being Sixty (60) feet in width and lying Thirty (30) feet on each side of the following described centerline:

Commencing at the intersection of the east line of the SE1/4 NE1/4 and the southwesterly right of way of State Highway No. 1, which is N 00°18'31" W, 132.52 feet from the East Quarter (E1/4) corner of Section 17; thence, leaving said east line and along said right of way N 48°39'12" W, 290.04 feet to the intersection with the centerline of a road as it was found to exist September 1, 2006 and the TRUE POINT OF BEGINNING; thence, leaving said right of way S 43°46'01" W, 8.51 feet; thence, on a curve to the right having a central angle of 27°02'01", a radius of 608.07 feet, for an arc length of 286.91 feet (chord = S 57°17'02" W, 284.25 feet); thence S 70°48'02" W, 91.89 feet; thence, on a curve to the left having a central angle of 59°39'12", a radius of 142.10 feet, for an arc length of 147.95 feet (chord = S 40°58'26" W, 141.36 feet); thence, on a curve to the left having a central angle of 10°52'36", a radius of 1252.16 feet, for an arc length of 237.70 feet (chord = S 05°42'32" W, 237.35 feet); thence S 00°16'14" W, 2422.69 feet to the southeast corner of the above described tract and the terminus of this easement, with the sidelines extended or shortened to intersect adjacent boundaries.

STATE OF IDAHO
County of Boundary SS.
Filed by: State County of Boundary SS.
Filed by: State County County County County County Recorder

By Deputy

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By Deputy

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