

233413

COVENTANTS and RESTRICTIONS AFFECTING THE PLAT OF SUNNY SLOPE ESTATES BLOCK 2 LOTS 1,2,3,4, 5

The Covenants hereinafter provided are to run with the land and shall be binding upon all persons claiming under the Grantor and it's successors in interest and assigns for a period of twenty-five (25) years from the date hereof. At the end of the said 25 year period these Covenants shall automatically extend for successive periods of ten(10)years, unless or until sixty seven(67%) percent of the property owners within the plat of Sunny Slope Estates,(Being located in Section 6, Township 62N,Range 3E BM Boundary County, Idaho.) shall note to change, modify, terminate or amend said Covenants. For this purpose a meeting shall be called of all property owners within the plat by thirty (30) days' written notice to each, said meeting to be held at a convenient time and place. The Owner of each lot shall be entitled to one (1) vote.

These covenants are for the purpose of creating and keeping the property desirable and attractive, for mutual benefit and safety of all owners, and for guarding against fires and preventing interference with the natural beauty of the property.

The undersigned developer reserves the right to include other lands to be protected by these Covenants and Restrictions.

1.

Use of the property within the subdivision shall at all times be in conformance with the zoning, building, and all other applicable rules and regulations of, Boundary County and the state of Idaho. The use of the property is restricted to one single family residence per lot. No lot may be subdivided. Secondary buildings will be permitted for shops, garages, barns, and storage. No manufactured, mobile, or pre-constructed homes will be permitted for residential use. RV type one year max for use during construction.

2.

No building, clearing, or landscaping may begin on the property until plans have been submitted to and approved by the Architectural Control Committee. The said committee shall consist of the developer until three (3) lots in subdivision have been sold. Two (2) additional members will be elected by the land owners. The committee shall have thirty (30) days to approve, modify, or reject any proposal, in writing.

3.

No structure shall be placed within or over a setback area. The set back line for the front of each lot from the boundary of the road right of way is twenty-five (25) feet. The set back line from the side is twenty-five (25) feet. The set back line from the rear is twenty-five (25) feet

4.

Each Residential structure must connect with water and sanitation facilities and must comply with county and state regulations. All power lines shall be underground.

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5.

No trash or refuse of any kind will be dumped or held on any lot in said subdivision. Each owner will provide suitable receptacles for storage and transport of refuse and all receptacles shall be screened from public view and protected from disturbances.

6.

Pets will be permitted. Farm animals are to be contained in fences, pens, and or barns. Dogs limited to three 3).

7.

No cutting trees for commercial purpose will be permitted. Selectively removing trees for landscaping, views, and clearing of building sites will be permitted.

8.

No bulk materials, including metal, lumber, refuse, trash, or machinery shall be kept, stored, or allowed to accumulate on any lot. Building materials allowed during construction only.

9.

All vehicles, including ATVs, motorcycles, and snowmobiles shall be kept in driveways, parking areas and garages.

10.

There shall be no burning of materials outside unless used in strict accordance with the rules of the county. BBQ pits, and campfire pits to be designed for protection against flying sparks. Brush and grass to be kept trimmed up. All structures with chimneys are to have spark arresters at all times.

11.

All owners who lease their property shall include in every lease obligations to the lessee to abide by all covenants and restrictions in this subdivision.

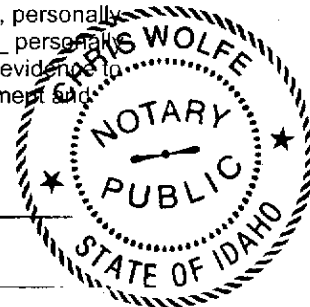
12.

The conditions, restrictions, stipulations, agreements, and covenants contained herein shall not be waived, abandoned, terminated, or amended except as herein provided. If any person shall violate or threaten to violate any of the provisions of this instrument, it shall be lawful for any person or persons owning any land in the subdivision to institute proceedings at law or in equity to enforce the provisions of this instrument to restrain the persons violating them, and to recover damaged, actual, and punitive, together with a reasonable attorney's fee for such violation.

Robbie Kuchery

State of Idaho) ss
County of Boundary
On this 22 day of July, in the year 2007,
before me Chris Wolfe, personally
appeared Robbie Kuchery personally
known to me/proved to me on the basis of satisfactory evidence to
be the person whose name is subscribed to this instrument and
acknowledged he/she executed it.

WITNESS my hand and official seal
Chris Wolfe
Notary Public
My Commission Expires: 3-7-2009



233413

STATE OF IDAHO }
County of Boundary } SS.
Filed by: Bobbie Kucherny
on 7-22-07 at 12:00
Glenda Poston Petersen
County Recorder }
By Deputy

Fee \$ 9.00 pd
Mail to Bobbie Kucherny
PO Box 004
Laclede, ID 83841