

**STATEMENT OF PROTECTIVE COVENANTS, CONDITIONS AND  
RESTRICTIONS**

**Winjum Meadows Subdivision**

THIS DECLARATION made on this 20<sup>th</sup> day of December, 1995 by Dallas Lane, a single man, and William and Joan Winjum, husband and wife, whose address is P.O. Box 655, Bonners Ferry, Idaho 83805, hereinafter referred to as DECLARANT;

WITNESSETH:

WHEREAS, Declarant is the owner of all the property located in Boundary County, State of Idaho, more particularly described as follows:

Lots One (1) through Five (5) of Block One (1) and Lots One (1) through Nine (9) of Block Two (2) of Winjum Meadows Subdivision all being a part of the NE $\frac{1}{4}$  of the SE $\frac{1}{4}$  of the NE $\frac{1}{4}$  of Section Four (4), Township Sixty-one (61) North, Range One (1) East of the Boise Meridian and embraced within the plat of Winjum Meadows Subdivision, the boundary of which is more particularly described as follows:

Beginning at the southeast corner of the NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 4; thence, along the south line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N89°43'01"W, 635.02 feet; thence, parallel to the west line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N0°07'34"W, 424.13 feet to the southwest corner of Instrument No. 107979; thence, parallel to the south right of way of County Road 2D, S89°19'29"E, 208.75 feet; thence, parallel to the west line of said NE $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ , N0°07'34"W, 208.70 feet to the south right of way of County Road 2D; thence, along said right of way S89°19'29"E, 55.00 feet to a 5/8" rebar and plastic cap stamped RLS 3628 that is the northwest corner of Instrument No. 172806; thence, along the west line of Instrument No. 172806, S0°07'34"E, 188.39 feet to a 5/8" rebar and plastic cap stamped RLS 3628 that is the southwest corner of Instrument No. 172806; thence, parallel to the south right of way of County Road 2D, S89°19'29"E, 236.31 feet; thence, S0°07'34", 20.31 feet along the west line of Instrument No. 120757; thence, along the south line of Instrument No. 120757 and parallel

to the south right of way of County Road 2D, S89°19'29"E, 135.00 feet to the east line of the NE¼SE¼NE¼ of Section 4; thence, along said east line, S0°07'34"E, 419.78 feet to the TRUE POINT OF BEGINNING; encompassing an area of 6.53 acres.

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 RESIDENTIAL AREA. The residential area covenants in Article 2 hereof in their entirety shall apply to all of the above described real estate.

#### ARTICLE 2

##### Residential Covenants

1. LAND USE AND BUILDING TYPE. No lots shall be used except for single family residential purposes. No buildings shall be commenced, erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, a private garage, and other related buildings so long as said related buildings are 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 similarly approved. Approval shall be as hereinafter provided.

3. DWELLING QUALITY AND SIZE. No dwelling shall be permitted on any lot containing less than 1200 square feet on the main floor, exclusive of open porches and garages without majority approval of the Architectural Control Committee.

4. BUILDING LOCATION.

a. No building shall be located on any lot nearer to the front line or nearer to the side street line than the minimum building set back lines shown on the recorded plat. In any event, no building shall be located on any lot nearer than 25 feet to the front line nor 20 feet to any side street line. No building shall be located nearer than 10 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 Winjum Meadows Subdivision on file with the Recorder's Office of Boundary County, State of Idaho.

5. EASEMENTS. An easement 10 feet in width for installation and maintenance of utilities on each side of all side lot lines and along all front and rear lot lines as noted on the Final Plat of Winjum Meadows Subdivision on file with the Recorder's Office of Boundary County, State of Idaho. 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. 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 of utility company is responsible. All electric power lines, telephone lines, and cable television lines are to be buried underground.

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 neighborhood. At all times the lot owner shall maintain his total lot in a clean and tidy manner, at all times promoting the general aesthetic qualities of Winjum Meadows Subdivsion. This is also applicable to the owners of undeveloped lots.

7. 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.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than two square feet, one sign of not more than 25 square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

9. OIL AND MINING OPERATIONS. 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, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure design for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. 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 purpose 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.

11. 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, barbecue pits and the like is prohibited, it being intended that all refuse, trash, garbage, and the like shall be hauled from the subdivision.

12. SEWAGE DISPOSAL. No individual sewage disposal system shall be permitted on any lot. Individual lot owners are required to connect to the South Hill Sewer.

13. SIGHT DISTANCE AT INTERSECTIONS. No, fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. RESTRICTIONS. No manufacturing or commercial enterprises shall be conducted or maintained upon or in connection with any residential lot or lots nor shall said lot or lots, in any way, be used for other than strictly residential purposes except that professional offices, beauty shops, or other home business may be maintained with the main dwelling upon specific approval of the Architectural Control Committee in each case.

15. 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.

16. PARKING. No large trucks or buses are to be stored or parked on any lot except in a garage, carport, or within an approved parking area, nor are they to be parked on any street. Cars and pick-ups belonging to a lot owner shall not be parked on the street. Each lot shall have parking for four or more automobiles or similar vehicles.

17. TRAILER AND BOAT PARKING. House trailers or mobile homes

shall not be stored or parked on any lot except in a garage or carport, nor regularly parked on any residential street. It is preferred that house trailers or mobile homes be parked as above states, however house trailers or mobile homes, together with trailers commonly known as camping trailers and boats may be parked by the lot owner so long as such are parked in the rear of the dwelling. To be at the rear of the dwelling shall be deemed to mean the space between the side building lines extended to the rear of the lot. The rear of the dwelling shall be upon any lots without the prior approval of the Architectural Control Committee.

18. CONSTRUCTION TIME LIMITATIONS. All construction of a residential nature must be completed within twelve (12) months from commencement of construction.

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

20. PUBLIC DEDICATION. Other than land dedicated to public use as it appears in the Final Plat of the Winjum Meadows 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.

#### Architectural Control Committee

1. REVIEW BY COMMITTEE. The Architectural Control Committee is composed of the owners of the lots within Winjum Meadows Subdivision. The owner of each lot, being the person who has fee ownership or the person having an installment purchase contract from the fee owner, shall be entitled to one vote per lot. Any change in the Structure of the Architectural Control Committee shall require 7/10 approval of the lot owners. The Committee shall have the right to refuse or 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 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. The approval or disapproval of the Architectural Control Committee requires a majority vote of the lot owners. In the event the committee fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, or in any event, of 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. COMPENSATION. The members of the Committee shall not be entitle 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 restrictions.

3. SEVERABILITY. Invalidations 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 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 hereinabove 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

STATE OF IDAHO IN WITNESS WHEREOF, Dallas Lane and William and Joan Winjum  
County of Boundary )  
has executed this document this 20<sup>th</sup> day of December, 1995.

Filed for record at the request of

J.R.S.  
on the 13<sup>th</sup> day of Feb. 1996 at 1:46  
o'clock P. M., and recorded in Book 106  
of Inst. on page 513

Kris Larson  
County Recorder

By C. Shanta  
Deputy

Fee \$ 24<sup>00</sup>  
Buy 3699

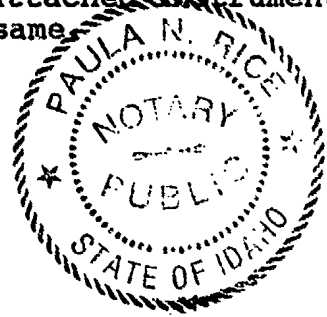
Mailed to STATE OF IDAHO )  
County of Boundary ) ss

Dallas Lane  
Dallas Lane

William E. Winjum  
William Winjum

Joan M. Winjum  
Joan Winjum

On this 20<sup>th</sup> day of December, in the year 1995, before me, the undersigned Notary Public for Idaho, personally appeared Dallas Lane, William Winjum and Joan Winjum, known or identified to me to be the persons whose names are subscribed to the attached instrument, and acknowledged to me that they executed the same.



Paula Rice  
Notary Public of Idaho  
My commission expires on 1999  
Residing at Bonner's Ferry