

When recorded mail to: Michael Swenson P.O. Box 129 Dover, ID 83825
Statement of Protective Covenants, Conditions and Restrictions
231329

This Declaration made on the 13th day of March, 2007, by Michael E. Swenson and Jane A. Swenson, 393 Flamingo Road, Sandpoint, Idaho, hereafter referred to As Declarant:

WITNESSETH:

The Protective Covenants, Conditions and Restrictions dated May 2, 1990 by Albert L. Lenker and Phyllis J. Lenker, instrument numbered 161262 are now vacated in favor of the following Statement of Protective Covenants, Conditions and Restrictions.

Statement of Protective Covenants, Conditions and Restrictions

This Declaration made on the 13th of March, 2007, by Michael E. Swenson And Jane A. Swenson, 393 Flamingo Road, Sandpoint, Idaho, hereafter referred to As Declarant:

Witnesseth:

Whereas, Declarant is the owner of said Birch Court located in Boundary County, State of Idaho, more specifically described as:

Birch Court Subdivision: Lots 3-8, Lots 9- 13, Lots 9-11 Blk. 2
Dunning's Acre Tracts.

The 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 in Birch Court shall be Held, sold and conveyed, subject to the following 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 restrictions, covenants and conditions Shall run with the real property and shall be binding on all parties having or who will Acquire any part hereof and shall be to the benefit of each owner hereof.

Building Location

All building setbacks are governed by the City of Bonner's Ferry, Idaho residential zoning requirements..

Land Use and Building Type

No lot shall be used except for residential purposes. No building shall be erected, altered Placed or permitted to remain on any lot other than one (1) detached single-family dwelling not to exceed three (3) stories in height and a private garage. All other outbuildings shall integrate with and correspond to the dwelling in an attractive and non-obtrusive manner, using like materials as in the main structure.

Quality and Size

The minimum square footage for a single family house, exclusive of porches and garages shall not be less than twelve hundred (1,200) square feet. The dwellings shall be constructed with quality materials and workmanship. The dwelling shall be so designed and constructed as to meet all of the local and state building regulations and requirements. No single or double wide mobiles or manufactured homes shall be permitted.

Dwelling Construction-Beginning and Completion

Within twelve (12) months from the beginning of construction of a dwelling, the owners shall complete the exterior and interior construction of said dwelling. Any structure placed on said real property shall be new construction and existing structures shall not be moved onto the property for remodeling.

Landscaping

All yards shall be landscaped within twelve (12) months from the date of completion of the building

Antennas

Satellite television receiving dishes are allowed subject to the following restrictions: Any such device must be in the most unobtrusive size and color reasonably available, preferably grey or black and no larger than 2 feet in diameter and must be located in a location non-obtrusive to other residents.

Livestock and Poultry

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats and other household pets may be kept provided they are not kept,

bred or maintained for commercial purposes. Limit of two (2) cats and two (2) dogs per household.

Temporary Structures

No structure of a temporary character or nature, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot any time as a residence either temporarily or permanently. Portable restrooms are allowed during the construction period.

Parked Vehicles

No boats, boat trailers, house trailers, recreational vehicles, or any vehicle under repair, wrecked or abandoned, shall be parked on any street, upon any driveway, or upon any lot unless they are to the rear of the front setback lines, behind a suitable fence, or in an enclosed garage. Offending vehicles may be towed away at the owner's expense.

Garbage and Refuse Disposal

No lot shall be used for or maintained as a dumping ground for rubbish. All trash, garbage, and other waste be kept in sanitary containers. All equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

Nuisances

No noxious, illegal or offensive activity shall be carried on on any lot nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

Term

These covenants shall run with the land and shall be binding on all parties and all persons claiming under them for a period of five (5) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of then five (5) years unless and instrument signed by the majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.

Enforcement

Such persons as who may hereafter own any of the property above described are specifically given the right to enforce these restrictions through the proceedings of law or

proceedings in equity against any person or persons violating such restrictions and to recover damages suffered by them from any violation thereof.

Severability

The invalidation of any one of these covenants by Judgement of Court Order shall in no way affect any of the provisions which shall remain in full force and effect.

Utilities

All the utilities serviced shall be provided through underground conduits meeting such standards as the entity providing the service deem necessary.

Easements

Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plat. Within these easements no structure, planting, or other material may be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities.

IN WITNESS WHEREOF, we have hereunto set our hands on this 13th day of March 2007.



Michael Swenson



Jane Swenson



