

## STATEMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

This Declaration made on the 2 day of May, 1990, by Albert L. Lenker and Phyllis J. Lenker, whose mailing address is: South 3185 U. S. Hwy 10, Coeur d'Alene, Id 83814, hereafter referred to as DECLARANT;

## WITNESSETH:

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

Birch Court Subdivision, A part of Lots 9, 10 and 11, Block 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 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 hereof and shall inure to the benefit of each owner hereof.

1. All sites to be used for residential Manufactured Homes. No site may be sub divided and only one Manufactured Home may be placed on each site. Only Single Wide Manufactured Homes are to be placed on Lots 1 thru 88.
2. Location of Manufactured Home shall be 20 feet or more from front property line 15 feet or more from real property line and 5 feet or more from side property line, except that corner lot side yard shall be at least 15 feet set back from property line.
  - 2 a Home owner is responsible for proper connection to sewer, water, gas and electric utilities. Only licensed electricians and plumbers will be permitted to make such connections and must apply for the appropriate permits with the City.
  - 2 b Owner will be responsible for any damage done in the process of installing or removing his Manufactured Home, special care should be given to curbs and sidewalks and utility hookups.
3. All Manufactured home site improvements must follow City Building Code and must be approved by City of Bonners Ferry. No temporary buildings will be permitted. All building structure started must be completed within 30 days of commencement.

4. All Manufactured Homes must be skirted within 30 days of placement on lot.
5. All Manufactured Homes must be not less than 700 square feet of floor area; foundations not to exceed 24 inches above original ground level.
6. No major repair to any motor vehicles or other medium to heavy duty equipment shall be permitted on any Manufactured Home site. No more than two (2) motor vehicles will be permitted to each Manufactured Home site and off street parking for Lots 1 thru 8 must be provided by owner of each Manufactured Home site.
7. All refuse shall be stored in an insect-proof water tight, rodent-proof containers appealing to the eyes. No refuse shall be allowed to accumulate on the Manufactured Home site.
8. No animals or livestock of any kind shall be raised, bred or kept on any lot in the sub-division; except that one cat and one dog shall be allowed for each Manufactured Home site.
9. All Manufactured Home sites must be landscaped within 6 months (weather permitting) after placement of the Manufactured Home.
10. Each Manufactured Home shall be inspected by the City of Bonners Ferry Building Inspector, any fee to be paid by the Home owner.
11. All lots must be kept clean and free of weeds and debris, lawns mowed, trimmed and watered. No trees, shrubs, or improvement located within the space prior to move-in shall be removed without the consent of the owner. No stakes shall be driven, and no holes dug over 18" deep for any purpose, without first ascertaining from owner that such holes will not damage underground utilities.
12. All manufactured Homes are to be constructed in conformance with the Federal Manufactured Home construction standards, as evidenced by an affixed certification label. (In the case of a double wide, the stickers must be on both sections.)

Any Manufactured Home that enters into the court must be less than 10 years of age.\* Decks, carports, awnings, storage units, etc. must be compatible with the manufactured home. \*(10 year age from date actually enters court example enter 1990 home shall be no older than a 1980)

All single wide Manufactured Homes must be a minimum of 14 (fourteen) feet wide and a minimum of 50 (fifty) feet in length. All double wide Manufactured Homes must be a minimum of 24 (twenty four) feet in width and a minimum of 40 (fourty) feet in length.

All homes moving into Birch Court that are not new must make all necessary repairs and or changes prior to moving in or within 30 (thirty) days after move in. This also includes repairs and or changes to anything accompanying the Manufactured Home, such as storage units, decks, carports, awnings, etc.

12. (con't)

All Manufactured Homes that are not new must be power washed and waxed within 30 (thirty) days after move in (weather permitting.)

All tongues that are bolted on must be removed within 30 (thirty) days of moving in. All tongues that are welded on must be skirted and blocked from view with shrubs.

No alterations to the Manufactured Home or addition of rooms, storage units, carports, decks, patios, awnings, concrete services, fences, screens or other improvements or obstructions may be made without prior written approval from the proper governmental agencies.

13. All landscaping, newspaper boxes, fences, etc., must be set back twelve (12) inches from the sidewalk. Grass may be planted but can be no higher than sidewalk level.

14. CONTRACTS. Every person, who by written contract agrees to purchase any lot, in the Birch Court 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.

15. DEEDS: Every person, who by deed becomes the owner of any lot, herein 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.

IN WITNESS WHEREOF, Albert L. Lenker and Phyllis J. Lenker have executed this document this 2<sup>nd</sup> day of May, 1990.

*Albert L. Lenker*  
Albert L. Lenker  
*Phyllis J. Lenker*  
Phyllis J. Lenker



State of Idaho )  
County of Boundary ) ss.

On this 2 day of May, in the year of 1990, before me Albert S. Lenker

Phyllis Lenker personally appeared and Albert S. Lenker and Shelley Deitz to me (or my-1 to me on the call of the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

*Shelley L. Deitz*  
7-26-95

STATE OF IDAHO }  
County of Boundary } SS

INDEXED

FILED IN the presence of J.R. Surveying  
Box 1415, Bonners Ferry, ID 83805  
on the 2 day of May 1990 at 2:39 P.  
Inst. No. 234

J. Isaac Deputy  
NORMA J. ESTEP  
County Recorder  
Fee \$ 9.00 pd.