

Tungsten Holdings, Inc. Highland Flats Property

Article I. Conditions, Covenants, and Restrictions

The following conditions, covenants, and restrictions shall attach to and run with the land described in the record of survey for Tungsten Holdings, Inc. lands located in the E½ of Section 3, Township 60 North, Range 1 West, B.M., Boundary County, Idaho comprising Tracts L1, L2, K1, K2, J1, J2, I1, and I2, recorded August 27, 2003, Book 5 of Surveys, Page 106 as Instrument #212050, according to the plat thereof on file in the office of the of Clerk and Recorder, Boundary County, Idaho.

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

Section 1.01 Mobile and/or Manufactured Homes, Structures

- (a) Temporary residences, such as trailers and campers, may be used for no longer than two years.
- (b) No mobile homes or manufactured homes may be stored or situated on the property unless:
 - (i) They are no smaller than 850 square feet and not less than 24 feet wide.
 - (ii) They are no older than ten (10) years as of the date moved onto the property.
 - (iii) They are occupied as a home or office and are fully connected to utilities, (i.e.: a water supply source, a sanitary waste water and sewer disposal system) in accordance with State and County health regulations.
- (c) Used mobile homes or manufactured homes may not be kept on the property for the purpose of repair or refurbishing unless it is for the purpose of occupying the home on the property as a home or office.
- (d) No structures of any kind may remain in an unfinished exterior condition for more than one (1) year.
- (e) "Unfinished Exterior Condition," for the purpose of this document, shall mean:
 - (i) Lack of perimeter foundation or skirting. If skirting is wood it must be painted or stained.
 - (ii) Lack of any trim boards, siding, roofing, windows, soffits, eaves, doors, stoop, stairs or porches appropriately painted, stained or having a finished coating in another manner.
- (f) No scrap material of any kind may be stored outside of an enclosed building.

Section 1.02 Animals

It is the intent of this section to allow, for all owners, the enjoyment of a rural lifestyle, which typically includes the ownership of animals. However, certain considerations must be taken to protect the quality of this rural lifestyle for other landowners.

- (a) There will be no more than one (1) large animal per acre of land.
- (b) "Large Animal" for the purpose of this document, shall mean farm and barnyard animals, such as, but not limited to horses, cattle, sheep, goats, pigs, and llamas.
- (c) No "vicious or potentially fierce" breed of dog will be allowed. This will include but will not be limited to Rottweilers, American Staffordshire Terriers, Pitbulls, Chows, Doberman Pinschers, Akitas, and Wolf hybrids.
- (d) No commercial breeding, feeding, or husbandry of any animal or fowl which causes uncommon noise, odor or other offensive condition.
- (e) Animals may be kept for personal use, consumption, or enjoyment so long as they do not become a detriment or nuisance to the neighborhood.

Section 1.03 Vehicles

- (a) No junkyards or wrecking yards shall be allowed.
- (b) No abandoned, inoperative, or non-running vehicles to be stored outside of an enclosed building unless, in association with an automobile repair business.
- (c) Vehicles may not be stored on the property outside of an enclosed building for the purpose of being repaired for longer than 30 days.

Article II. Road Use Conditions**Section 2.01 Purpose**

- (a) The purpose of these road use conditions is to establish a means for the maintenance and repair of the roads in the above referenced record of survey that will be equitably shared among the parties utilizing the roads.

Section 2.02 Maintenance and Repair

- (a) The owners of the above referenced land shall, at their own expense, maintain and repair the above referenced road to, at a minimum, the standards of its current condition. The road maintenance and repair responsibility will be equally (proportionally) shared among the landowners. A meeting may be held between the owners at specific time intervals or called when required, to discuss the specifics and responsibilities in insuring the road is kept at the above referenced standard. Snow removal shall not be considered maintenance or repair and is addressed in Section 2.03 below.

Section 2.03 Snow Removal

- (a) Any parties utilizing said roads during winter months hereby agree to bear in equal (proportionate) shares the cost of plowing said roads. Interested parties shall agree upon the hiring of personnel and equipment necessary to keep roads open and traversable. Any party failing to bear their portion of said plowing costs shall be deemed to have waived their rights to access and shall not be allowed to utilize said roads for as long a period as plowing remains necessary for roads use.

Section 2.04 Excessive Wear and/or Damage

- (a) Should any landowner cause or be responsible for causing excessive wear or damage to any part of the road system, then that landowner shall be responsible for repairing the road and restoring it to a condition as good or better than before the damage occurred.

Article III. Remedies**Section 3.01 Property Owners Association**

- (a) This document shall remain in full force and effect until at some time in the future, 62% of the landowners agree to creating a Property Owners Association to govern, control, or amend any of the Conditions, Covenants, and Restrictions or Road Use Conditions, then all landowners in this subdivision shall become members and agree to abide by the decisions of the Property Owners Association.

Section 3.02 Persons Bound by this Document

- (a) The Conditions, Covenants, and Restrictions and Road Use Conditions 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.
- (b) Landowner shall mean the legal owner of record of each parcel as shown on the above mentioned survey. Should a parcel be divided further, then each legal owner of record of that division will also be considered a landowner.

Section 3.03 Enforcement of this Document

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

(b) 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.

Section 3.04 Tungsten Holdings, Inc. Right to Amend this Document

(a) This document may be amended by Tungsten Holdings, Inc. so long as Tungsten has a majority ownership, but only with the approval of any amendments by 100% of the landowners.

Rick Dinning
Tungsten Holdings, Inc.
By: Rick Dinning, President

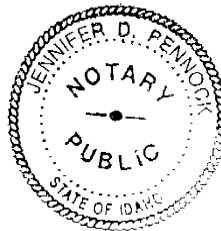
1-29-04
Date

STATE OF IDAHO)
) ss.
COUNTY OF BOUNDARY)

On this 29 day of January, 2004, before me, the undersigned, a Notary Public in and for said State, personally appeared Rick Dinning, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person who executed the within instrument, on behalf of Tungsten Holdings, Inc., the corporation therein named, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Jennifer D. Pennock
Notary Public for State of Idaho
Residing at: Bonners Ferry, Idaho
My Comm. Exp: 9/26/09



STATE OF IDAHO } ss
County of Boundary }
Filed By: Tungsten Holdings
on 1-29-04 at 2:17
Diane M. Cartwright
County Recorder *Diane M. Cartwright*
By Deputy
Fee \$ 9.00 cash
Mail to Tungsten Holdings