

226583

**Conditions of Protective Covenants,
Conditions and Restrictions for**

MOUNTAIN VIEW HEIGHTS

1. BUILDING LOCATION:

Lot line set back for buildings.

The set back from the public road frontage on all lots shall be at least 30 feet.

The set back from property lines on all lots shall be at least 15 feet.

2. NUISANCES:

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

3. TEMPORARY STRUCTURES:

No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out building shall be used on any lot at anytime as a residence either temporarily or permanently with the following exceptions:

Lot owners will be allowed to use recreational vehicles (RV's) on their property, as temporary residences not to exceed 90 days in any 12-month period. This time limit will be extended to 18 continuous months if home construction is started within the 90-day period of time.

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.

4. SIGNS:

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

5. LIVESTOCK AND POULTRY:

No animals, livestock or poultry of any kind shall be raised, bred or kept, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, 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.

6. 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 of trash in outside incinerators, barbecue pits, and the such is prohibited (except at times and in containers approved by the State of Idaho) it being intended that all refuse, trash, garbage and the like shall be hauled from the subdivision.

7. SEWAGE DISPOSAL:

No individual sewage disposal system shall be permitted on any lot unless such system is designed, located, and constructed in accordance with the requirements, standards and recommendations of the Idaho Department of Health and Welfare and Panhandle Health District. Approval of such system as installed shall be obtained from such authority. A sewage system is required.

8. USE RESTRICTIONS AND BUFFER:

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 office may be maintained within the main building.

9. REFUSE:

Refuse piles or other unsightly objects or material, including logging debris, shall not be allowed to be placed or remain upon the premises or easements.

10. PARKING:

Cars and pickups belonging to a lot owner shall be regularly parked off the street. No inoperable vehicles shall remain on any lot longer than 30 days. Once removed, no inoperable vehicle shall again be placed on the property for 90 days. This shall also include boats, trailers, motorcycles, ATV's, etc. Any vehicle in the process of being repaired would need to be garaged until project is completed.

11. BUILDING MATERIALS:

All materials used in the construction, alteration, or remodeling of any building, wall, fence, or other structure shall be new and of good quality and design. Used materials of good quality may be used in exceptional circumstances.

12. CONSTRUCTION TIME LIMITATIONS:

All construction of a residential nature must be completed within 18 months from commencement of construction.

13. MOBILE HOMES AND MODULAR HOMES:

No structures commonly referred to as "modular homes", "manufactured homes" and "doublewide homes" shall be placed upon any lot.

14. FUTURE SUBDIVISION:

Any future subdivision of any lot, parcel or tract of the afore mentioned property is prohibited.

15. MOTO-CROSS COURSES:

No moto-cross or other courses may be constructed on any lot.

16. TERM:

These covenants are to run with the land and shall be binding on all parties and all persons claiming under them, 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, or terminate the covenants in whole or in part.

17. DWELLING QUALITY AND SIZE:

No dwelling shall be permitted on any lot containing less than 1500 square feet, exclusive of open porches and garages.

IN WITNESS WHEREOF, Loren D. Unruh and Mary Lou Unruh have executed this document this 25 day of May, 2006

Loren D. Unruh
Loren D. Unruh

Mary Lou Unruh
Mary Lou Unruh

State of Idaho

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County of Boundary

On this 25 day of May, 2006, before me, the undersigned Notary Public in and for said State, personally appeared **Loren D. Unruh and Mary Lou Unruh**, known or identified to me to be the owners of Mountain View Heights Subdivision, and whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Shelley L. Deitz
NOTARY PUBLIC—State of Idaho
Residing at: BONNERS FERRY
Commission Expires: 12-19-08

STATE OF IDAHO }
County of Boundary } SS.
Filed by: JRS Surveying
on 5-25-06 at 1:55
Glenda Poston
County Recorder CP Peterson
By Deputy
Fee \$ 9.00 chg
Mail to JRS Surveying