

STATEMENT OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the 26 day of JUNE, 2001, by WILLIAM H. KIRK, whose address is 4962 Gulf of Mexico Drive, Longboat Key, Florida 34228, 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:

MOYIE SPRINGS ESTATES
IN
SE1/4 SE1/4
SEC. 10, T62N, R2E, B.M.
BOUNDARY COUNTY, IDAHO

A tract of land in the Southeast Quarter of the Southeast Quarter (SE1/4 SE1/4) of Section Ten (10), Township Sixty-two (62) North, Range Two (2) East of the Boise Meridian, Boundary County, Idaho; lying within the limits of the City of Moyie Springs and more particularly described as follows:

Beginning at a point on the north line of the SE1/4 of the SE1/4 of said Section 10, which is N 89°35'15" E, 21.91 feet from the northwest corner of said SE1/4 SE1/4, said corner being an aluminum monument marked RLS 853; thence, along the eastern boundary of that property described in Instrument Numbers 173125 and 173126, S 0°16'43" E, 611.42 feet; thence, parallel to the north line of the SE1/4 of the SE1/4; N 89°35'15" E, 519.93 feet, to the westerly right of way of County Road No. 63; thence, along said right of way, N 33°40'59" E, 164.37 feet; thence on a curve to the left having a central angle of 07°01'15" and a radius of 3660.54, for an arc distance of 448.54 feet (chord = N30°10'22"E, 448.26 feet); thence on a curve to the left having a central angle of 11°19'47" and a radius of 359.19 feet, for an arc distance of 71.03 feet (chord = N20°59'51"E, 70.91 feet); thence N 15°19'57" E, 24.30 feet, to the north line of the SE1/4 of the SE1/4; thence, along said north line S 89°35'15" W, 871.21 feet, to the TRUE POINT OF BEGINNING.

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, 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 Controlled 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 the 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 1,000 square feet on the main floor, exclusive of open porches and garages. A house with a main floor and a daylight basement shall be considered as a single story for these purposes.
4. **BUILDING LOCATION.**
 - a. No building shall be located 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 50 feet to the front line nor 25 feet to any side street line. No building shall be located nearer than 20 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 Moyie Springs Estates on file with the Recorder's Office of Boundary County, State of Idaho.
5. EASEMENTS. Easements for installation and maintenance of utilities are reserved as recorded as Instrument No. ____, on page ____, of Book No. ____ of the Official Records of Boundary County, and along the interior ten feet of each lot line as depicted. 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, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage in the easements. 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 or utility company is responsible.
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 Moyie Springs Estates.

7. **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, 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 six square feet, one sign of not more than 32 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. **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.
10. **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,

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

11. 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 within the main dwelling upon specific approval of the Architectural Control Committee in each case.
12. 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.
13. PARKING. No large trucks, motor homes, or camp trailers 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 be regularly parked off the street. Each lot shall have parking for three or more automobiles or similar vehicles.

14. **OBSTRUCTIONS.** Outside clothes lines, aerials, antennas, towers, satellite television dishes, or similar structures must be approved by the Architectural Control Committee.
15. **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, providing the written approval of the use of such materials is first obtained from the Architectural Control Committee.
16. **SURFACE WATER.** No owner shall collect water at one point and discharge same on to an adjoining lot nor in any way change the natural drainage so as to unduly change the amount of water which runs onto an adjoining property.
17. **CONSTRUCTION, TIME LIMITATIONS.** All construction of a residential nature must be completed by a date within 24 months from commencement of construction.
18. **MODULAR HOMES, MANUFACTURED HOMES AND DOUBLE WIDE MOBILE HOMES.** No structures commonly referred to a "modular homes", "manufactured homes" and "double wide mobile homes" shall be placed upon any lots without the prior approval of the Architectural Control Committee.

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 Moyie Springs Estates, 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 WILLIAM H. KIRK, PATRICIA L. KIRK, and a member to be elected by the owners of lots comprising Moyie Springs Estates. It is understood that WILLIAM H. KIRK shall have the right and authority to change the membership of said committee by notice in writing to the other members and name new members to the committee at his discretion. The committee shall have the right to refuse to 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 at 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. In the event the committee, or its designated representative, fails to approve or disapprove, within thirty (30) days after plans and specifications have been submitted to it, or in any event, if 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. DESIGNATION OF REPRESENTATIVE OR SUCCESSOR. A majority of the Committee may designate a representative to act on its behalf in the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled 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 ten (10) 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.** Invalidation 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 been 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 herein above described, will be deemed to have accepted

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such deed and title to the land herein described or any portion thereof,
subject to all the restriction and conditions herein contained.

ARTICLE 5

Attest

IN WITNESS WHEREOF, WILLIAM H. KIRK has executed this document this
26 day of JUNE, 2004.



WILLIAM H. KIRK

Owner, Developer

STATE OF IDAHO } ss
County of Boundary }

Filed for record at the request of
William H. Kirk
on June 26, 2001 at 4:35pm
and recorded in Book 142
of Instruments on page 352
Diane M. Cartwright
County Recorder

ATTEST:



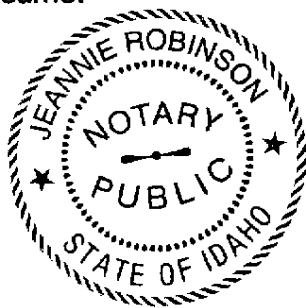
WILLIAM H. KIRK,
Owner, Developer

By P. Furea
Deputy

Fee \$ 36.00 pd
Mail to 2934 Miramichi Dr.
Evart, Michigan 49631

STATE OF IDAHO :
County of Boundary :

On this 26 day of June, in the year, 2001, before me,
the undersigned Notary Public for Idaho, personally appeared WILLIAM H.
KIRK, known to me to be the owner, developer of the subdivision that
executed the instrument, and acknowledged to me that such development
executed the same.



Notary Public for Idaho
Residing at Bonners Ferry
My Comm. Exp: 11-13-06