

**DECLARATION OF
COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR NORTH PARK**

235209

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS ("Declaration"), is made by TRAVIS SCHNEIDER ("Declarant"), as follows:

- A. Declarant is the present owner of Tract 33 located in the South Half of the Southwest Quarter(S1/2 SW1/4) of Section Sixteen (16), Township Sixty-two(62) North, Range Two (2) East, B.M., Boundary County, Idaho, know as North Park.
- B. Declarant intends by this document to impose upon the Property described herein, mutually beneficial restrictions under a general plan of improvement for the benefit of all of the Lots and Owners thereof.
- C. Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented used, occupied, sold and improved, subject to the following declarations, limitations, covenants, conditions, restrictions, and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the Property, and every part thereof, all in accordance with the plan for the development and sale of the Property. All of the limitations, covenants, conditions, restrictions, and easements shall constitute covenants and encumbrances which shall run with the land and shall be perpetually binding upon Declarant and its successors-in-interest and assigns, and all parties having or acquiring and right title, or interest in or to any part of the Property.

**ARTICLE 1
Definition of Terms**

- 1.1 "Declarant" shall mean TRAVIS SCHNEIDER and his successors-in-interest and assigns with respect to the Property, but excluding members of the public purchasing completed Lots.
- 1.2 "Declaration" shall mean this Declaration of Covenants, Conditions and Restrictions, as entered and as may be amended for time to time.
- 1.3 "Lot" shall mean one of the thirty-eight (38) separate residential Lots or Tracts as designated on the Project map.

1.4 "Owner" or "Owners" shall mean the record holder or holders of title to a lot within the Property. This shall include any person having a fee simple title to any Lot, but shall exclude persons or entities having any interest merely as security for the performance of any obligation. Further, if a Lot is sold under a recorded contract of sale to a purchaser, the purchaser, rather than the fee owner, shall be considered the "Owner."

1.5 "Person" shall mean any natural person, corporation, partnership, association, trustee, or other legal entity.

1.6 "Project Documents" shall mean this Declaration, the Project map, and any rules and regulations of the Declarant, as entered and as amended from time to time.

1.7 "Property" or "Project" shall mean the entire real property covered by this Declaration.

ARTICLE 2 Management body

2.1 No management body shall be formed.

ARTICLE 3 Maintenance funds and assessments

3.1 No maintenance funds or assessments shall be formed.

ARTICLE 4 Construction

4.1 Construction Schedules. All new construction shall be completed within eighteen (18) months from the commencement thereof, and all yards shall be landscaped.

4.2 General Construction Requirements. No dwelling shall be permitted on any lot at a cost of less than the average cost per square foot in the community at the time of construction, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials. No building shall be erected except one single-family dwelling on each lot with a minimum first floor square footage of 1250 square feet, (excluding garages and porches) together with a private attached or detached garage for not less than two (2) cars. No buildings will be allowed to be moved onto the site. Only new construction will be allowed. No trailers, mobile homes, manufactured homes, or the like will be allowed. 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. All construction plans need approval by the "Declarant".

4.3 Set-Back Requirements. All improvements shall comply with applicable federal, state and local setback requirements, or no less than fifteen feet from any lot line, whichever is most restrictive.

4.4 Materials and colors. Materials shall be subdued and designed to blend into the natural landscape are permitted. The use of natural types of materials such as wood and stone are permitted. All exterior materials, finishes, and colors must be approved prior to construction by the "Declarant". No metal buildings are allowed. All out buildings must have matching siding and roofing to the dwelling. Colors and materials need approval by the "Declarant".

4.5 Special Provision on Roofing. Roofs shall only be constructed with fire proof roofing material. Wood roofing material is allowed if treated with fire proof material. "Fire proof roofing" and "fire proof material" must comply with the specifications for such material and roofing as outlined in the Uniform Building code, current as of the date of construction. No metal roofs allowed on any dwelling or out buildings.

ARTICLE 5 Use Restrictions

5.1 Use of Lots. All Lots shall be used only for single-family residential purposed by the Owner and his or her family, or by a single-family tenant.

5.2 Animals. No animals, livestock, or poultry of any kind, shall be raised, bred, or kept on any Lot except for not more than three (3) small household pets, provided they are not kept, bred or maintained for commercial purposes and are kept inside a building or are contained within a sight obscuring fence, and are constrained on a leash while in common or public areas.

5.3 Parking. No commercial-type vehicles or trucks shall be parked or stored on any lot. No inoperable or unlicensed vehicles, boats, campers, camping trailers ect... shall be stored or parked on any lot, except in a closed garage or shop. House trailers or mobile homes are not allowed on any lots.

5.4 Commercial Use. No Owner, tenant or other person shall at any time conduct, or permit to be conducted on any Lot, any trade or business of any kind, either commercial or religious, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence for one family.
Home occupations of family members, which have no exterior visibility, are not prohibited provided they are conducted totally within the residence,

are not open to the public, have no employees and do not generate extra vehicular traffic or street parking.

5.5 Gravel Pits. No gravel pit or sand pit shall be maintained or operated on any lot.

5.6 Obstructions. Outside aerials, antennas, towers, or similar structures must be approved by the Declarant.

5.7 Moto-Cross Courses. No moto-cross or other courses may be constructed on any Lot.

5.8 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.

5.9 Nuisances. No noxious, illegal, or offensive activities shall be carried on within any lot: nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the other Owners of their respective Lots (i.e. continually barking dogs).

5.10 Natural Drainage. No owner shall change or interfere with the natural and/or designated drainage of any part of any Lot, except with approval from the Declarant.

5.11 Leasing of Lots. No lot may be leased or rented for a period of less than thirty (30) days, nor shall less than the whole of any Lot be leased or rented. Any lease or rental agreement shall be in writing and shall be its terms provide that it is subject in all respects to the Project Documents. Any failure by a lessee to comply with the terms of the Project Documents shall be in default under the lease, whether or not it is expressed therein, and the Owner shall be liable for any fines or other costs incurred which result from the lessee's actions.

5.12 Subdivision and Partition Prohibited. Any future subdivision of any lot, parcel or tract of the aforementioned property is prohibited.

5.13 No Warranty of Enforceability. While Declarant has no reason to believe that any of the restrictive covenants contained in this Declaration are or may be invalid or unenforceable for any reason or to any extent, Declarant makes no warranty or representation as to the present or future validity or enforceability of any such restrictive covenant. Any Owner acquiring a Lot in the Project in reliance on one or more of such restrictive covenants shall assume all risks of the validity and enforceability thereof and, by acquiring the Lot agrees to hold Declarant harmless therefrom.

ARTICLE 6
Repair and Maintenance

6.1 Repair and Maintenance Rights and Duties of Owners. Each shall, at his or her sole cost and expense, maintain and repair his or her Lot and all improvements thereon, in good, clean, neat and orderly condition and in good repair, so as to be consistent with the balance of the Project.

6.2 Lot Maintenance. Each Lot and the exterior appearance of improvements thereon shall be maintained in a clean, neat and orderly condition and in good repair at all times. Each Owner is responsible for weed control on the entire lot. Refuse piles or other unsightly objects or material shall not be allowed to be placed or remain upon the premises or easements.

ARTICLE 7
Road Maintenance

7.1 Road Easement. The roads are depicted on the project map. There will be a common access road to all lots.

7.2 Common Access Road. The main access road will be paved according to county specifications. It will be paved at the completion of the project. The access road to lots 1,2,3, and 4 may or may not be paved.

7.3 Driveways. Each Owner shall maintain and repair their own driveways and approaches.

ARTICLE 8
Water

8.1 Water System. Each Lot shall only be served by the Three Mile Water System, or its successor in interest, and there shall be no private well upon any Lot.

8.2 Water Membership Cost. All Owners are responsible to purchase his or her own water membership and required hookups.

8.3 Individual Components. Each Owner shall maintain and repair their own individual components hooked to the Three Mile Water System.

ARTICLE 9**Septic**

9.1 Drainfields. Each lot shall only be served by approved septic drainfields.

9.2 Individual Components. Each Owner shall maintain and repair their own individual septic system.

9.3 Cost. The full cost of the Septic system is the responsibility of the Owner.

ARTICLE 10**Utilities**

10.1 Utility Fees. All utility hook-up fees are the responsibility of the buyer.

ARTICLE 11**Duration and General Provisions**

11.1 Duration. This Declaration shall continue in full force for a term of the fifty (50) years from the date hereof, after which time the same shall be automatically extended for successive periods of ten (10) years, unless a Declaration of Termination is recorded by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

11.2 Enforcement. Enforcement shall be by proceedings at law of 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. Such proceedings may be commenced by any lot owner or by the Declarant.

11.3 Invalidity of Any Provision. Invalidation of any one of these covenants by judgment or court order, or should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Project is situated, the validity of all other provisions shall remain unaffected and full force and effect.

The undersigned, being the Declarant herein, has executed this Declaration on the 16 day of November, 2007.

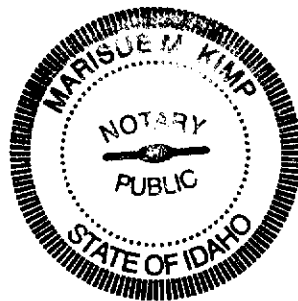
DECLARANT:

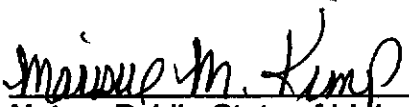


Travis Schneider

STATE OF IDAHO)
 : ss.
County of Boundary)

On this 16th day of November, 2007, before me, the undersigned Notary Public, personally appeared, TRAVIS SCHNEIDER proved to me on the basis of satisfactory evidence, to be the persons who executed this instrument and acknowledged to me that they executed the same.





Notary Public-State of Idaho
Residing at Boundary County
My Commission Expires: 2/24/2012

STATE OF IDAHO }
County of Boundary } ss.
Filed by: Community Title
on 11-16-07 at 3:55
Glenda Poston
County Recorder C. Peterson
 By Deputy
Fee \$ 21.00
Mail to C.T.