

Filed for record at the request of Nick & Jean Plato

HCR 85, Box 338

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of Plato on page 291

NORMA J. ESTEY
County Recorder

By C. Shenton Deputy
Fee \$ 42.00 pd

STATEMENT OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS

THIS DECLARATION made on the 19th day of August, 1992,
by NICK PLATO and JEAN PLATO, husband and wife, whose
mailing address is HCR 85, Box 10, Bonners Ferry, Idaho
83805, hereinafter referred to as DECLARANTS;

W I T N E S S E T H:

WHEREAS, Declarants are the owners of all the property
located in Boundary County, State of Idaho, more particular-
ly described as follows:

Lots One (1), Two (2), Three (3), and Four (4) of
Block One (1); Lots Six (6) and Seven (7) of
Block Two (2); and Lot One (1) of Block Three (3),
Section Fourteen, Township Sixty Two (62) North,
Range One (1) East, Boise Meridian, more particu-
larly described as follows:

A part of the Northwest quarter (NW $\frac{1}{4}$) of Section
Fourteen (14), Township Sixty-Two (62) North,
Range One (1) East of the Boise Meridian, lying
west of U.S. Highway No. 95 and embraced within
the plat known as Northland Woods Subdivision; the
boundary of which is more particularly described
as follows:

Beginning at the intersection of the westerly
right-of-way of U.S. Highway NO. 95 and the
East-West center line of said Section 14, which is
S89°57'43" E, 1047.25 feet from the West Quarter
corner of Section 14; Thence, along the East-West
center line of the Section, N89°57'43"W, 717.25
feet; Thence N00°02'04" E, 264.00 feet; Thence,
N89°57'43" W, 300.00 feet, to the easterly
right-of-way of the County Road known as County
Road No. 30A; Thence, along the county road
right-of-way, N00°02'04"E, 1870.75 feet; Thence
S89°42'52"E, 392.56 feet; Thence S00°02'04"W,
422.05 feet; Thence S59°01'28" E, 93.88 feet;
Thence S30°58'32" W, 358.62 feet; Thence on a

curve to the right having a central angle of 40°46'31", with a radius of 220.00 feet, for a distance of 156.57 feet; Thence S18°14'57" E, 60.00 feet; Thence S27°52'16"E, 321.25 feet; Thence N27°11'59"E, 292.76 feet; Thence S 33°42'01" E, 297.09 feet; Thence S37°17'07"E, 240.40 feet; Thence N86°57'16"E, 85.52 feet; Thence S55°14'10"E, 141.51 feet; Thence N24°17'20"E, 270.95 feet; Thence N01°39'53W, 89.75 feet; Thence N22°56'05"E, 860.33 feet; Thence S67°03'55"E, 320.00 feet, to the westerly right-of-way of U.S. Highway No. 95; Thence, along said right-of-way S22°56'05"W, 1812.33 feet, to the TRUE POINT OF BEGINNING.

WHEREAS, Declarants will convey the said property subject to certain protective covenants, conditions, restrictions, reservations, liens and charges as hereinafter set forth:

NOW, THEREFORE, Declarants 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, erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling, not to exceed 1½ stories in height and a private garage for not more than three vehicles.

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 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 at a cost of less than Thirty Thousand Dollars (\$30,000.00) based upon cost levels prevailing on

the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one story open porches and garages shall not be less than 1080 square feet for a one story dwelling nor less than 1200 square feet for a dwelling of more than one story.

4. BUILDING LOCATION.

a. No building shall be located on any lot 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 30 feet to the front line nor 25 feet to any side street line. No building shall be located nearer than 10 feet to an interior lot line.

b. With written approval of the Architectural Control Committee, a one story attached garage may be located nearer to a street than above provided, but not nearer than 10 feet to any street line, where the natural elevation of the lot along the established minimum building setback line is more than either eight feet above or four feet below the established roadway level along the abutting street and where in the opinion of said committee the location and architectural

design of such proposed garage will not detract materially from the appearance and value of other properties. Furthermore, under similar conditions and approval, a dwelling may be located nearer to a street than above provided, but not nearer than 20 feet to any street line.

c. Notwithstanding the above, no building shall be commenced, erected or placed on a reserved easement as it appears on the Final Plat of the Northland Woods Subdivision, on file with the Recorder's Office of Boundary County, State of Idaho.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as recorded as Instrument No. 101383, on page 38, of Book No. 2 of the Official Records of Boundary County, and along the interior 10 feet of each lot line. 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 channels 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/her total lot in a clean and tidy manner up to the street edge. All lots with growing timber shall be maintained and managed consistent with good forestry practices, at all times promoting the general aesthetic qualities of Northland Woods Subdivision.

7. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, 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 one square feet, one sign of not more than 5 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. OIL AND MINING OPERATIONS. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any

lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

10. 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. Further, this restriction shall not be considered to prohibit any person from riding a horse about his/her premises so long as it is not kept or boarded on the premises overnight.

11. 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.

12. 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. Approval of such system as installed shall be obtained from such authority.

13. SIGHT DISTANCE AT INTERSECTIONS. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

14. USE 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 may be maintained within the main dwelling upon specific approval of the Architectural Control Committee in each case.

15. 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.

16. PARKING. No commercial-type vehicles and no trucks shall be stored or parked on any lot except in a closed garage nor parked on any street. Cars and pickups belonging to a lot owner shall be regularly parked off the street.

17. TRAILER AND BOAT PARKING. House trailers or mobile homes shall not be stored or parked on any lot except in a closed garage nor regularly parked on any residential street. That type of trailer, commonly known as camping trailers and boats may be parked by the lot owner so long as such are parked in the rear of the dwelling and within forty feet of the dwelling. To be at the rear of the dwelling shall be deemed to mean the space between the side building lines extended to the rear of the lot. The rear of the dwelling shall be that side opposite the street on inside lots, and on corner lots shall be determined by the Architectural Control Committee.

18. GRAVEL PITS. No gravel pit or sand pit shall be maintained or operated on any lot.

19. OBSTRUCTIONS. Outside clothes lines, aerials, antennas, towers, satellite television dishes, or similar structures must be approved by the Architectural Control Committee.

20. 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.

21. 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.

22. CONSTRUCTION, TIME LIMITATIONS. All construction of a residential nature must be completed by a date within 18 months from commencement of construction.

23. DOUBLE WIDE MOBILE HOMES. No structures commonly referred to as "double wide mobile homes" shall be placed upon any lots without the prior approval of the Architectural Control Committee.

24. FUTURE SUBDIVISION. Any future subdivision of any lot, parcel or tract of the aforementioned property is prohibited.

25. PUBLIC DEDICATION. Other than land dedicated to public use as it appears in the Final Plat of the Northland Woods Subdivision, 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 NICK PLATO, JEAN PLATO, and a member to be elected by the owners of lots comprising NORTHLAND WOODS SUBDIVISION. It is understood that NICK PLATO 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 in 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 thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten 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 restriction.

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 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,

