

202634

**CONDITIONS OF PROTECTIVE COVENANTS,
CONDITIONS AND RESTRICTIONS
FOR
PARADISE
PEOPLE-WILDLIFE-HABITAT**

THIS DECLARATION made on the ____ day of _____, 2001, by Trustees Glen J. Erickson of the Glen J. Erickson Living Trust and by Jacquelyn B. Erickson (now Thompson) of the Jacquelyn B. Erickson Living Trust whose addresses are respectively:

Glen J. Erickson, Rt. 1, Box 506, Bonners Ferry, Idaho 83805, and
Jacquelyn B. (Erickson) Thompson, 8039 S. 700 E., Sandy, Utah 84070,
hereinafter referred to as the Declarants;

WITNESSETH:

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

That portion of the Northwest Quarter of Section 7, Township 61 North, Range 2 East, Boise Meridian, Boundary County, Idaho lying west of Cow Creek, and that portion of the Northwest Quarter of the Northwest Quarter of the Northeast Quarter of Section 7, Township 61 North, Range 2 East, Boise Meridian, Boundary County, Idaho, lying west of Cow Creek.

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 declare 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 for all of the inhabitants (people and wildlife) of the Subdivision. 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 I
Area of Application**

1. FULLY PROTECTED RESIDENTIAL AREA. The residential area covenants in Article II hereof in their entirety shall apply to all of the above-described real estate.

ARTICLE II
Residential Covenants

1. **LAND USE AND BUILDING TYPE.** No tracts shall be used except for single family residential purposes. No buildings shall be commenced, erected, altered, placed, or permitted to remain on any tract other than those approved by the Architectural Control Committee.
2. **ARCHITECTURAL CONTROL.** No buildings shall be commenced, erected, placed, or altered on any tract 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, walls or shrubbery shall be commenced, erected, placed, altered, or planted on any tract without approval of the Architectural Control Committee.
3. **DWELLING QUALITY AND SIZE.** No dwelling shall be allowed on any tract without a Boundary County Building Permit and construction adhering to the Uniform Building Code, it being the intention and purpose of the covenant to assure that all dwellings shall be of quality workmanship and materials.
4. **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 date of construction. No non-colored galvanized roofing will be allowed.
5. **BUILDING LOCATION.**
 - a. **Tract Line Set Back.** No buildings shall be located on any tract without approval of the Architectural Control Committee. All tracts will maintain a minimum setback of 25 feet from any tract line.
 - b. **No Construction on Easements.** Notwithstanding the above, no building shall be commenced, erected or placed on a reserved easement as designated by the Architectural Control Committee.
6. **NUISANCES.** No noxious or offensive activity shall be carried on upon any tract, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

7. TEMPORARY STRUCTURES. No structure of temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any tract at any time as a residence either temporarily or permanently. During the construction of any residence, it shall be permissible for the builder or owner to erect a temporary office, tool shed, or residence on the premises which shall be removed immediately following the completion of the building. Temporary buildings or temporary living arrangements shall be allowed on the premises a maximum of 12 months for home construction purposes subject to approval of the Architectural Control Committee.
8. SIGNS. No sign of any kind shall be displayed to the public view on any tract 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 used by a builder to advertise the property during the construction and sales period.
9. OIL AND MINING OPERATIONS. No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any tract; nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any tract. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any tract.
10. LIVESTOCK AND POULTRY. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any tract except that horses as well as small house 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.
11. HORSES. No more than two horses may be stabled at any time by each tract owner. Horses shall not be permitted to graze on the subdivision. All feed and maintenance for horses shall be provided by their owner. All horses shall be kept in a corral and/or small barn as specified by the Architectural Control Committee. Horse owners may ride their horses on any designated road or trail at any time during daylight hours. Such usage of trails must be conducted in such a way as to not disrupt or disturb people on other horses or on foot.
12. GARBAGE AND REFUSE DISPOSAL. No tract 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, barbecue pits and the like is prohibited, it being intended that all refuse, trash, garbage, and the like shall be hauled from the subdivision.

13. **SEWAGE DISPOSAL.** No individual sewage disposal systems shall be permitted on any tract 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 disposal system is required.
14. **USE RESTRICTIONS.** No manufacturing of commercial enterprises shall be conducted or maintained upon or in connection with any residential tract or tracts; nor shall said tract or tracts, 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 by 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 vehicles shall be regularly parked on a public road right-of-way. No more than two vehicles shall be parked or stored on any tract except in a closed garage.
17. **MOTOR HOME, TRAILER AND BOAT PARKING.** Standard motor homes, that type of trailer commonly known as a camping trailer, and boats may be parked by the owner so long as such camping trailer or boats are parked in the rear of the dwelling and within the perimeter of the building site area, or in a closed garage. To be at the rear of the dwelling shall be deemed to mean the rear entry to the house as determined by the Architectural Control Committee.
18. **GRAVEL PITS.** No gravel pit or sand pit shall be maintained or operated on any tract.
19. **OBSTRUCTIONS.** Outside clothes lines, aerials, antennas, tower 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 utilized 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 onto an adjoining tract, nor in any way change the natural drainage so as to unduly change the amount of water which runs on an adjoining property.
22. MAILBOXES. Mailboxes shall be erected at driveway locations as determined by the Architectural Control Committee.
23. CONSTRUCTION TIME LIMITATIONS. All construction of a residential nature must be completed within eighteen (18) months from commencement of construction.
24. SUBDIVISION ROADS. The subdivision access road as indicated on the final Amended Plat of the Paradise People-Wildlife-Habitat Subdivision shall be maintained at the expense of the subdivision tract owners on a prorated basis pertaining to all road maintenance as determined by the Architectural Control Committee. Grading, graveling, and snowplowing shall be provided as needed on said prorated basis. All private driveways shall be posted in accordance with the Architectural Control Committee and shall be maintained by tract owners. Where more than one tract owner uses the same private driveway, they shall share and/or prorate maintenance cost according to that portion of the driveway used.
25. DRIVEWAYS. No driveways, private lanes, or roads shall be built without prior approval of the Architectural Control Committee.
26. FUTURE DIVISION. No tract within this subdivision may be further divided without 9/10 approval of the tract owners and formal subdivision proceedings according to the Boundary County Subdivision Ordinance.
27. PUBLIC DEDICATION. No tract of land or portion thereof may be dedicated to public use without the approval of the Architectural Control Committee. Public right-of-way terminates at the southwest corner of the subdivision and the main roadway leading therefrom to the northerly edge of the subdivision shall remain a posted private roadway for use of the subdivision tract owners and guests only, except that utility companies also have deeded access.
28. DESIGNATED FOOT AND EQUESTRIAN TRAILS. All such trails traverse more or less the entire area of the subdivision and are posted. No home site or structure of any kind shall be located so as to block off or prevent foot and/or horse traffic passage on such trails. Some existing roads, which may be used as residence driveways, may also be designated as foot and equestrian trails. However, no such trails shall pass closer than 100 feet from any houses or barns.

29. **NO HUNTING.** There shall be no hunting of any kind with any kind of weapon on this subdivision as it is the intent of this restriction to protect the peace and security of all the residents and guests of Paradise People-Wildlife-Habitat Subdivision. No recreational lethal weapon usage of any kind shall be discharged by residents or guests on or within a quarter mile of the outside perimeter of the subdivision.
30. **GAME OR PEOPLE HARASSMENT.** No activities shall be allowed which unnecessarily disturb any of the inhabitants or guests of the subdivision. Noise levels shall be maintained whereby one's nearest neighbor hears only peaceful, natural silence. Normal dwelling construction activities shall be permitted, but such construction shall be permitted only between the hours of 7 a.m. and 5 p.m., Monday through Friday, and must be completed within the time specified in Article II, Section 23.
31. **OFF-ROAD VEHICLES.** No off-road vehicles shall be permitted to operate anywhere within the perimeter of the subdivision.
32. **PROTECTION OF GAME FEED AND COVER.** No activities shall be conducted that alter or negatively impact game feed and cover without approval of the Architectural Control Committee.
33. **UTILITY FEES.** All utility hook-up fees and ongoing monthly fees are the responsibility of the buyers.
34. **MOTOR-CROSS COURSES.** No motor-cross or other courses may be constructed on any tract.
35. **STREET IMPROVEMENTS.** Each tract sold by the Erickson Trustees is sold as an unimproved tract. Erickson Trustees have no obligation to put in water or sewer lines or other utilities or conveniences, and nothing has been included in the purchase price to cover any such improvement. Once all tracts have been initially sold by the Trustees, if a majority of the tract owners jointly request one or more of such subdivision-wide improvements, and if the Architectural Control Committee approves such request, the improvement will be made and each tract in the subdivision will be burdened with its share of that cost. A tract's share of that cost shall be based upon its frontage and/or acreage, whichever is greater.
36. **PRIVATE DRIVE RIGHT-OF-WAY WIDTH.** Where private driveways cross portions of other tracts, the right-of-way width shall be 30 feet, more specifically 15 feet on either side of the center of the existing roadway.

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ARTICLE III
Architectural Control Committee

1. **REVIEW BY COMMITTEE.** The Architectural Control Committee is composed of the owners of the tracts within Paradise People-Wildlife-Habitat Subdivision. The owner of each tract, being the person who has fee ownership or the person having an installment purchase contract from the fee owner, shall be entitled to one vote per tract. Any change in the structure of the Architectural Control Committee shall require 9/10 approval of the tract owners. The committee shall have the right to refuse or 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 in 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. The approval or disapproval of the Architectural Control Committee requires a majority vote of the tract owners. In the event the Committee 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. **COMPENSATION.** The members of the Committee shall not be entitled to compensation for services performed pursuant to this covenant.

ARTICLE IV
General Provisions

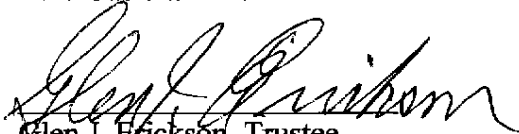
1. **TERM.** These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then owners of the tracts has been recorded, agreeing to change said covenants in whole or in part, or terminate the 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, to restrain violation, and/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 tract owner or the Architectural Control Committee.
3. SEVERABILITY. Invalidation of any one of these covenants by judgment or court order shall in no way 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 owner of record at the time of such mailing.
5. CONTRACTS. Every person, who by written contract agrees to purchase any tract 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 tract of land hereinabove described, will be deemed to have accepted such deed and title to the land herein described or any portion thereof, and subject to all the restrictions and conditions herein contained.

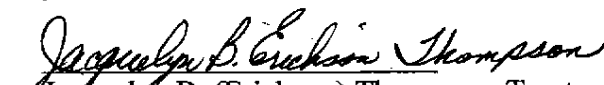
ARTICLE V

Attest

IN WITNESS WHEREOF, Glen J. Erickson, Trustee of Glen J. Erickson Living Trust has executed this document on this 16 day of July, 2001.


Glen J. Erickson, Trustee
Glen J. Erickson Living Trust

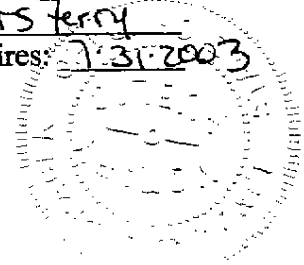
IN WITNESS WHEREOF, Jacquelyn B. (Erickson) Thompson, Trustee of Jacquelyn B. Erickson Living Trust has executed this document on this 11 day of July, 2001.


Jacquelyn B. (Erickson) Thompson, Trustee
Jacquelyn B. Erickson Living Trust

STATE OF IDAHO)
) ss.
County of Boundary)

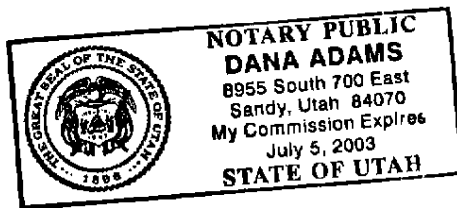
On this 16 day of July, 2001, before me the undersigned Notary Public, personally appeared Glen J. Erickson, known or identified to me to be the owner of Paradise People-Wildlife-Habitat Subdivision, and whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same.

Sandra Ondracek
Notary Public for the State of Idaho
Residing at Bonnets Ferry
My Commission expires: 7-31-2003



STATE OF UTAH)
) ss.
County of SL)

On this 11 day of July, 2001, before me the undersigned Notary Public, personally appeared Jacquelyn B. (Erickson) Thompson, known or identified to me to be the owner of Paradise People-Wildlife-Habitat Subdivision, and whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.



Dana Adams
Notary Public for the State of Utah
Residing at Sandy, UT
My Commission expires: July 5, 03

STATE OF IDAHO }
County of Boundary } ss
Filed for record at the request of Glen Erickson
on July 16, 2001 at 10:09 a.m. and recorded in
Book 142 of Instruments on page 588
Diane M. Cartwright
County Recorder Crisis Petersen
By Deputy
Fee \$ 27.00 pd
Mail to GLEN ERICKSON