

RECORDING REQUESTED BY: _____
WHEN RECORDED, RETURN TO: _____

THIS SPACE FOR RECORDER'S USE

0171848

Instrument No. _____

**COVENANTS, CONDITIONS, AND RESTRICTIONS
FOR NORTH RIDGE ESTATES**

THIS DECLARATION made on the 15th day of November, 1993, by
POULTON DEVELOPMENT COMPANY, an Idaho Corporation, whose business
address is Post Office Box 1449, Bonners Ferry, Idaho 83805,
hereinafter referred to as OWNER;

WITNESSETH:

WHEREAS, OWNER is the owner of all the real property located
in Boundary County, State of Idaho, more particularly described as
follows:

BLOCK I:

A tract of land in the Northwest Quarter (NW $\frac{1}{4}$) of Section
Twenty-Two (22), Township Sixty-Two (62) North, Range One
(1) East of the Boise Meridian, Boundary County, Idaho;
more particularly described as follows:

Commencing at a point on the Section line common to
Sections 21 and 22, which is N0°56'32"E, 353.79 feet from
the Quarter corner common to said Sections 21 and 22;
thence, N86°09'55"E, 217.66 feet; thence N18°16'40"E,
191.60 feet to the POINT OF BEGINNING; thence
N18°16'40"E, 50.01 feet; thence N69°56'44"E, 350.85 feet;
thence S81°07'19"E, 470.66 feet; thence, on a curve to
the right having a central angle of 7°39'12" and a radius
of 432.33 feet (chord=N13°02'01"E, 57.71 feet), for an
arc distance of 57.75 feet; thence N16°51'27"E, 170.33
feet; thence, on a curve to the left having a central
angle of 12°59'32" and a radius of 512.92 feet
(chord=N10°21'41"E, 116.06 feet), for an arc distance of

116.31 feet; thence S84°08'15"W, 60.99 feet; thence, on a curve to the right having a central angle of 59°19'58" and a radius of 109.58 feet (chord=S84°22'59"W, 108.47 feet), for an arc distance of 113.47 feet; thence N65°57'03"W, 111.68 feet; thence, on a curve to the left having a central angle of 52°54'24" and a radius of 453.59 feet (chord=S87°35'45"W, 404.13 feet), for an arc distance of 418.85 feet; thence S61°08'33"W, 262.40 feet; thence on a curve to the left having a central angle of 9°23'45" and a radius of 673.27 feet (chord=S56°26'40"W, 110.29 feet), for an arc distance of 110.41 feet; thence S51°44'48"W, 31.81 feet; thence S10°33'40"E, 135.00 feet; thence S45°42'12"E, 143.57 feet to the TRUE POINT OF BEGINNING; encompassing an area of 6.89 acres.

BLOCK 2:

A tract of land in the Northeast Quarter (NE $\frac{1}{4}$) of Section Twenty-One (21), Township Sixty-Two (62) North, Range One (1) East of the Boise Meridian, Boundary County, Idaho; more particularly described as follows:

Beginning at a point on the Section line common to Sections 21 and 22, which is N0°56'32"E, 353.79 feet from the Quarter corner common to said Sections 21 and 22; thence, N14°44'59"W, 334.31 feet; thence, on a curve to the right having a central angle of 4°32'19" and a radius of 232.74 feet (chord=N83°09'32"W, 18.43 feet), for an arc distance of 18.44 feet; thence N80°53'23"W, 100.01 feet; thence, on a curve to the left having a central angle of 28°01'37" and a radius of 194.61 feet (chord=S85°05'49"W, 94.25 feet), for an arc distance of 95.20 feet; thence S71°05'00"W, 71.18 feet; thence, on a curve to the right having a central angle of 32°25'31" and a radius of 226.22 feet (chord=S87°17'46"W, 126.32 feet), for an arc distance of 128.03 feet; thence S17°26'29"W, 177.93 feet; thence S27°14'29"E, 362.86 feet; thence N29°03'48"E, 193.55 feet; thence N86°09'55"E, 283.43 feet to the TRUE POINT OF BEGINNING; encompassing an area of 3.97 acres.

WHEREAS, the OWNER is platting this real property as North Ridge Estates, and the OWNER will convey the real property subject to certain protective covenants, conditions, restrictions, reservations, liens, and charges as hereinafter set forth:

The OWNER 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, 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 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 1,200 square feet on the main floor, exclusive of open porches and garages. No two story houses shall be allowed except by approval of the Architectural Control Committee. 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 30 feet to the front line nor 25 feet to any side street line. No building shall be located nearer than 15 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 the above provided, but not nearer than 10 feet to any street, 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 North Ridge Estates on file with the Recorder's Office of Boundary County, State of Idaho.

5. EASEMENTS. Easements for installation and maintenance of utilities and drainage are reserved along the interior ten 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 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 North Ridge Estates.

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, tool shed, camper, or recreational vehicle 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 four square foot, one sign more than 25 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, barbecue pits and the like is prohibited, it being intended that all refuse, trash, garbage, and the like shall be hauled from the subdivision. The slash, brush, leaves, and debris on the property may be burned on the property when it is the authorized burning season or with a proper burning permit.

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 businesses 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 by the Architectural Control Committee. No cedar shakes or shingles may be used in the construction of the roof. Any concrete needed for construction shall be purchased from Bonners Ferry Redi-Mix, or its successor, at a competitive rate.

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 as "modular homes", "manufactured homes", and "double wide mobile homes" shall be placed upon any lot or 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 North Ridge 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 BILL V. POULTON, PATRICIA I. POULTON, and a member to be elected by the owners of lots comprising North Ridge Estates. It is understood that BILL V. POULTON 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 ten (10) 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 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. OWNERSHIP. Every person(s), who become the owner(s) of any lot, tract, or parcel of land herein above described, shall be deemed to have accepted such real estate and title, ownership, subject to all the restrictions and conditions herein contained.

ARTICLE 5
Attestation

IN WITNESS WHEREOF, POULTON DEVELOPMENT COMPANY has executed

this document this 15th day of November, 1993.

POULTON DEVELOPMENT COMPANY

By: Bill Poulton, President

Attest:

By: Patricia Poulton, Secretary

State of Idaho)
)
County of Boundary) ss.

On this 15th day of November, in the year 1993, before me, the undersigned Notary Public, personally appeared Bill Poulton and Patricia Poulton, known to me, or proved to me on the basis of satisfactory evidence, to be the president and secretary of the corporation that executed the instrument, or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation executed the same.



Shirley K. Deitz
Notary Public - State of Idaho
Residing at Bonanza Ferry
My Commission expires 8-28-95

DATE OF BIRTH: 58

Filed for record at the court.

First American Title
on the 15 Nov 193 at 11:55
of Sect. 338
CRIMA & ESTER

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F.P.T. 30