

744619

1st Addition
COVENANTS OF RESTRICTION

PLAT 88 PAGE 876

We, the undersigned, E. GIL HARMON and PATRICIA C. HARMON, husband and wife, and E. GLENN HARMON and JEAN P. HARMON, husband and wife, owners of Harmon's Addition, Kootenai County, Idaho, being the sole owners of the land hereinafter described, hereby make the following declarations as to limitations, restrictions and uses to which the lots constituting said addition may be put, hereby specifying said declarations shall constitute covenants to run with all of the land as provided by law and shall be binding on all persons claiming under them and for the benefit of and limitations on all present and future owners of property in said addition, and being designed to keep said platted area desirable, uniform and suitable in architectural design and reasonable use as herein specified.

1. The covenants hereinafter set forth shall apply to and run with the following described land situated in Kootenai County, Idaho:

That part of Government Lots 2 and 3, Section 19, Township 47 North, Range 3 W of the Boise Meridian, Kootenai County, Idaho, as described in the plat of Harmon's Addition, according to the plat thereof recorded in Book E of Plats, at page 247.

2. Land Use and Building Types: No lot shall be used except for residential purposes, except Lots A, B and C, in Block Three. No building shall be erected, placed or permitted to remain on any lot other than one single family dwelling and necessary out-buildings, except as specifically allowed in Paragraph 3.

3. Building Restrictions: No building, house or other construction shall be built, constructed or moved on to any lot unless the same be for residential purposes. Lots 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20, in Block Two may have trailers or mobile homes of any size placed on them indefinitely. All other

lots may have trailers or mobile homes on them no more than three months of the total ownership time. Lots A, B and C of Block Three shall have no residential structures on them ever. Lots A, B and C of Block Three may be sold for lake access ownership purposes only. The only constructions permitted on these three front lots will be docks, boat houses, and one small storage shed per lot.

4. Building Set Back Locations: No building on any lot shall be located nearer than 25 feet from any road right of way line. No building on any lot shall be located nearer than 10 feet from any lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered part of a building, but even they may not be nearer any lot line than five feet.

5. Fences: No fence of any kind shall be located upon any of said land which shall exceed a maximum height of four feet. No barbed wire fence of any height shall ever be erected on any portion of said subdivision.

6. Further Division: No purchaser, grantee, or assignee of any portion of said land shall further subdivide or partition any single tract or tracts conveyed by the undersigned out of said land, but this paragraph shall not prohibit the conveyance of undivided fractional interests in any such tract or tracts.

7. Code Requirements and Permits: All structures and all sewage disposal systems and other utilities related thereto shall comply with all applicable building and zoning codes and shall meet all county, state and federal health department requirements and secure required permits.

8. Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage and other wastes shall not be kept except in sanitary covered containers.

9. Animals: No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except for dogs, cats or other household pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes.

10. Lake Access: All lots, except Lots 2, 3, 4 and 5 of Block Two, which have their own waterfront access, shall share an interest in the Addition area marked "LAKE ACCESS LOT," which shall never be sold but which is dedicated, as a part of this Addition, for the perpetual use and enjoyment of the owners of lots in Harmon's Addition, and any future Harmon's Addition. Title to the LAKE ACCESS LOT shall be conveyed by the Grantors to the association to be formed under the General Provisions of these Covenants of Restriction, when the association is formed. (One boat slip will be provided for every lot sold, except for Lots 2, 3, 4 and 5 of Block Two.)

11. Easements for Utilities: The Grantor-Dedicators of this plat or their successors or assigns shall have the right to dedicate or require easements where necessary and/or convenient for power lines, telephone lines, sewer lines and water lines to serve all of the lots in the addition, including easements to overhang or cross lots to provide power, telephone, sewer and water service to other lots; PROVIDED, That such easements shall not be so placed as to preclude or prevent normal residential use of any lot.

12. Home Owners Association: The agreements contained in these Covenants of Restriction shall be binding upon the Grantors, the owners of all lots, and their heirs, successors and assigns, it being the intention that these covenants shall run with the land.

(a) The purpose of these Covenants of Restriction and the Home Owners Association shall include: (1) to provide for the maintenance of the platted roads, which cannot be turned over to the county without first being improved and brought up to county

specifications; (2) to provide for the maintenance and operation of the fresh water supply system; (3) to provide for the maintenance and operation, including the establishment of reasonable rules, for the LAKE ACCESS LOT, and (4) such other provisions as may be necessary or advantageous to the owners of lots in the Addition or future Additions, including, but not limited to, those required for sewer installation, operation and controls.

(b) All purchasers of lots in this Subdivision or additions thereto will automatically become members of the Home Owners Association. The affairs of this association shall be conducted by a board of three trustees elected annually on the first Saturday in June, or such other time as agreed to by the majority of the lot owners. These trustees shall select from themselves a president, a secretary and a treasurer.

(c) In all matters pertaining to this association, each owner of a lot originally purchased from the Grantor-Dedicator shall have a vote for each of the lots he owns, plus a vote for each residence building he owns in this Addition. Proxies may be voted if written and delivered to the secretary before the meeting.

(d) The trustees shall be empowered to assess each purchased lot \$50.00 a year without a vote of the owner-members for road maintenance and/or other necessary or desirable purposes for the benefit of the association, and may set reasonable annual fees for the use of water from the system to assure its maintenance and continued operation. The trustees shall also be empowered to assess without a vote of the lot owners \$50.00 a year for each dwelling unit on each purchased lot. Further assessments for any purpose shall be by a vote of at least a majority of the members of the association, and all voted assessments shall be apportioned upon the basis of one share to each purchased lot and one share to each dwelling. None of

the Grantor-Dedicators shall be entitled to membership in the Association by reason of ownership of unsold lots but will become members in the event of purchase or other acquisition of lots once sold.

(e) There will be a water hookup fee of \$400.00 for each purchased lot, due and payable within 30 days of the connection to the water system. No other source of water will be permitted. Of each \$400.00 collected, \$100.00 is to be paid to the account of the association to be placed in a fund for maintenance and operation of the water system and the remaining \$300.00 is to be paid to the Grantors or their successors or assigns, until they have been repaid the cost of drilling the wells and installing the water system, plus interest at 7% on that investment. Title to the water system shall be conveyed to the Home Owners Association when the Grantors or their successors or assigns have been paid in full.

(f) Special meetings may be called upon ten days' written notice by the trustees, or upon written request of five members. Persons representing 15 votes must be present in person or by proxy to conduct business at a meeting.

(g) The trustees shall be empowered to enforce this agreement in a court of law using funds of the association to do so. The Grantor-Dedicators shall also be empowered to enforce this agreement in a court of law.

(h) It is the intention of all the parties to this agreement that the financial obligations arising under this agreement shall be a lien against each lot and each building assessed by the Home Owners Association. Notice of such a lien may be filed with the county auditor by the trustees, and such liens may be enforced as the lien of a mortgage against real property is enforced under Idaho law.

DATED this 22 day of SEPT, 1977.

Filed and recorded at the request of E. Gil Harmon
at 4:35 o'clock P. M. this 22 day of SEPT 1977
By: Wanda L. Galt
Fee \$ 6.00
Wanda L. Galt
Notary Public

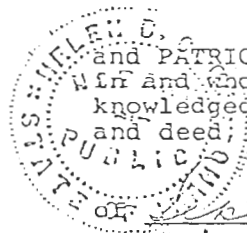
E. Gil Harmon
Grantor-Dedicator

Patricia Harmon
Grantor-Dedicator

E. Glenn Harmon
Grantor-Dedicator

Jean P. Harmon
Grantor-Dedicator

STATE OF Idaho
County of Butte ss

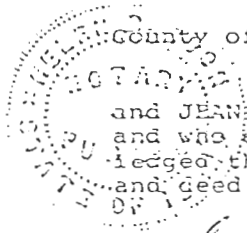


On this day personally appeared before me E. GIL HARMON and PATRICIA C. HARMON, to me known to be the individuals described within and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 22nd day of Sept, 1977.

Helen B. Crow
NOTARY PUBLIC in and for the State of Idaho, Residing at Horley

STATE OF Idaho
County of Butte ss



On this day personally appeared before me E. GLENN HARMON and JEAN P. HARMON, to me known to be the individuals described in and who executed the within and foregoing instrument, and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

GIVEN under my hand and official seal this 19th day of September, 1977.

Helen B. Crow
NOTARY PUBLIC in and for the State of Idaho, Residing at Horley