

RESTRICTIVE COVENANTS HARMON'S SECOND ADDITION

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We, the undersigned, E. GIL HARMON and PATRICIA C. HARMON, husband and wife, and E. GLENN HARMON and JEAN F. HARMON, husband and wife, owners of Harmon's Second 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 3 and 4, Section 19, Township 47 North, Range 3 W.B.M. and a portion of land in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ Section 24, Township 47 North, Range 4 W.B.M., Kootenai County, Idaho, as described in the plat of Harmon's Second Addition according to the plat thereof recorded in Book E, of Plats, at page 137.

2. Land Use and Building Types: No lot shall be used except for residential purposes. No building shall be erected, placed or permitted to remain on any lot other than one single family dwelling and necessary outbuildings.

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. It is the desire of the Grantor-Dedicators that Lots 2, 3, 4, 5, 6, 7, 8, 9, 10, 11 and 12 Block 3 and Lots 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22 and 23 Block 1, Qualify for Conditional Use permits for Mobile Homes on less than 5 acres. This may be accomplished on an individual basis.

It is also the desire of the Grantor-Dedicators that all other lots in Harmon's Second Addition not be granted conditional use permits for Mobile Homes on less than five acres at any time.

4. Building Setback 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 covenants, eaves, steps and open porches shall not be considered part of a building, but even they may not be nearer any lot line than 5 feet.

5. Fences: No fence of any kind shall be located upon any of said land which will 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 intrests 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 in Harmon's Second Addition and Harmon's Addition, 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 Second addition and any future Harmon's Additions. 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.

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, drainage ditches and water lines to serve all of the lots in the addition, including easements to overhang or cross lots to provide power, telephone, sewer, drainage and water services 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-Dedicators 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. Title to the water system shall be conveyed to the Home Owners Association.

(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-Dedicator 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 31 day of AUGUST 1984.

E. Gil Harmon
Patricia C. Harmon
E. Allen Harmon
Jean P. Harmon

