

589970

CONDITIONS AND RESTRICTIONS
OF
CANOE COVE

BE IT KNOWN that Ronald Chaney and Rose Chaney, husband and wife, hereinafter referred to as Developer/Declarant, being the fee owners of the real property described on Attachment "A", incorporated by reference, the same being the real property now duly platted as Canoe Cove (the "subdivision"), a subdivision in the City of Dover in the County of Bonner, as such plat is now recorded as Instrument No. 589934 in the records of Bonner County, Idaho hereby make the following declarations as to limitations, restrictions and uses to which the lots and platted real property constituting the subdivision may be put, hereby specifying that these declarations and restrictions shall constitute covenants to run with the land, which shall be binding on all future grantees, assignees and any successors in interest to them, and for the benefit of and limitations upon all future owners in the subdivision. The Covenants, Conditions and Restrictions are as follows.

I
PURPOSE

The purpose of these protective covenants and restrictions (the "covenants") is to insure the use of the property in the subdivision for attractive residential purposes only, to prevent the impairment of the attractiveness of the property, to maintain the desired tone of the community, and thereby to secure to each lot owner the full benefit and enjoyment of his or her home, with no greater restriction upon the free and undisturbed use of his or her lot than is necessary to insure the same advantages to the other lot owners. Anything tending to detract from the attractiveness and value of the property for residential purposes shall not be permitted.

II
LAND USE

No lot shall be used except for residential purposes. No building shall be erected on any lot except one single family residence, a private attached garage for the use of occupants of such residence, and the usual and appropriate structures incidental to and appurtenant to a private residence, except that a "guest house", for the entertainment of social guests, or quarters for employees or servants may be erected upon the premises if approved by local government agencies and the Architectural Control Committee. The term private residence as used herein excludes every form of boarding and lodging house, sanitarium, hospital or similar structure or use.

III
SETBACK REQUIREMENTS

All buildings and construction shall be in conformity with the setback requirements as are established by the City of Dover. No dwelling or structure, including but not limited to pools, or any part thereof, shall be erected on any lot or lots nearer than

25 feet to any front street line. No dwelling shall be erected on any lot or lots nearer than 40 feet to the high waterline or nearer than 10 feet from the side boundary line.

IV DESIGN AND ARCHITECTURAL CONTROL

For the purpose of insuring the development of the land so platted as an area of high standards, the Developer reserves the power to control the buildings, structures and other improvements placed on each lot, as well as to make exceptions to these Covenants, Conditions and Restrictions as the Developer or the committee, hereinafter designated, shall deem necessary and proper. All plans for the construction of any building, fence, wall, driveway or other structure to be erected upon any lot, and the proposed location thereof upon any lot, and any changes after approval thereof, any remodeling, reconstruction, alteration, or addition to any building, driveway or other structure upon any lot in such premises shall require the approval in writing of the Developer or the committee as hereinafter established. Before beginning the construction of any driveway, building, fence, wall, or other structure whatsoever, or remodeling, reconstructing or altering such driveway or structure upon any lot, the person or persons desiring to erect, construct, or modify the same shall submit to the Developer two complete sets of building plans and specifications for the building, fence, wall, driveway, or other structure, as is applicable, so desired to be erected, constructed or modified. No structure of any kind, the plans, elevations, and specification of which have not received the written approval of the Developer or the committee, and which does not comply fully with such approved plans and specifications, shall be erected, constructed, placed or maintained upon any lot. Approval of such plans and specifications shall be evidenced by written endorsement on plans and specifications, a copy of which shall be delivered to the owner or owners of the lot upon which the respective building, driveway, or other structure is contemplated prior to the beginning of such construction. No changes or deviations in and from such plans and specifications as approved shall be made without the prior written consent of the Developer or the committee. Neither the Developer nor the committee shall be responsible for any structural defects or any city or county zoning violations in such plans or specifications or in any building or structure erected according to such plans and specifications.

In addition to the foregoing, all buildings and improvements constructed on the property shall comply with the following architectural and design controls, which controls shall be administered by the Developer or the committee:

- A. The orientation, location, color and type of exterior siding and roofing of residential buildings shall be approved by the Developer or the committee. Each building shall be located so as to preserve the maximum number and quality of trees and to keep all buildings as aesthetically compatible as possible with their natural surroundings and each other.

- B. No residential dwelling erected in the subdivision shall contain less than sixteen hundred (1600) square feet, if a one (1) story dwelling, and sixteen hundred (1600) square feet of first floor space, if a two (2)-story dwelling, exclusive of porches and garage. Constructions shall be limited to a height of two (2) stories. A daylight basement is not considered to be a floor.
- C. Following Idaho State Fire Code, the Westside Fire District requires that all new construction include a fire suppressing sprinkling system. New home fire sprinkler systems are inconspicuous and can be mounted flush with walls or ceilings.
- D. No reflective finishes (other than glass) shall be used on exterior surfaces (other than the surfaces of hardware fixtures).
- E. The exterior of all buildings and improvements, including roofing, siding and visible portions of foundations, shall be designed and built to be compatible with:
 - i) Harmony of external design finish with landscape and topography and existing structures.
 - ii) Design and building of the structure must take into account the effect which the proposed structure or improvement will have upon other building sites and views, it being the intent of the Declarant to give maximum protection to such views as may be reasonable under the circumstances.
 - iii) Color and type of exterior siding and roofing shall be in harmony with the surrounding improvements and landscape and must be approved in writing by the Architectural Control Committee prior to commencement of any construction.
- F. No building shall be moved onto the property and all buildings shall be constructed thereon. All improvements, residences and/or landscaping must be completed within one (1) year of obtaining a building permit for such structures or improvement.
- G. All garages must be a minimum of two car attached garages.
- H. The Developer or the committee shall have the power to grant variances and modifications from the provisions of these Covenants, Conditions and Restrictions where, in its judgement, extraordinary circumstances exist. The granting of a variance or modification shall not operate to waive any of the terms and provisions of these Covenants, Conditions and Restrictions for and purpose except as to the particular property and the particular provision considered.

- I. Neither Developer, nor the committee, nor the members thereof, shall be liable in damages to anyone submitting plans or specifications to them for approval, or to any owner of property affected by these restrictions by reason of mistake in judgement, negligence or nonfeasance rising out of any or in connection with the approval or disapproval or failure to approve or disapprove any such plans or specifications. Every person who submits plans or specifications to the Developer or the committee for approval agrees, by submission of such plans and specifications, and every owner of any of said property agrees that he will not bring any action or suit against Declarant, the Developer, the committee or any of the members thereof to recover said damages.

V

BUILDING AND DESIGN COMMITTEE

During the initial phase of the development and sale of lots in Canoe Cove Subdivision, the Developer/Declarant shall be the person responsible for the review and approval of plans and specifications and for insuring that any and all buildings and improvements constructed on the property shall comply with the Covenants, Conditions and Restrictions. To assist in the control and enforcement of the provisions herein, the Developer may, but is not required to do so, appoint one or more persons to a committee which will be responsible for the review of all plans and specifications and the enforcement of the Covenants, Conditions and Restrictions. At such time that 75% of the lots in Canoe Cove Subdivision are sold, the Developer/Declarant will relinquish all control of administering the Covenants, Conditions and Restrictions to the lot owners who shall elect their own membership committee to insure that all buildings and improvements constructed on the property comply with the Covenants, Conditions and Restrictions. The committee shall be composed of a minimum of three (3) members, all of whom will be lot owners in the subdivision. The committee may, if it deems appropriate, establish a homeowners association to insure that any future development or maintenance of the lands shall retain the high standards to which it was developed.

VI

FENCES

Fences shall not exceed six (6) feet in height, and shall be permitted only to the rear of each residence, and in no event nearer than twenty (20) feet from any front street line. All fences shall meet aesthetic and design standards set by the Architectural Control Committee. Chain link fences are specifically prohibited in subject development.

VII

ANTENNAS

The installation and erection of any transmitting or receiving antennas or satellite dishes must be approved by the developer or the committee.

VIII
ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats and other household pets may be kept provided that they are not kept, bred or raised thereon for commercial purposes or in unreasonable quantities. As used in this declaration "reasonable quantities" shall be deemed to limit the number of dogs, cats and other household pets to (2) each.

IX
NOXIOUS USE OF PROPERTY

No noxious or offensive activity shall be conducted upon any lot, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance, or annoyance to other residents, including but not limited to lighting which would produce excessive glare into surrounding yards on regular basis.

X.
SIGNS

No signs of any kind shall be displayed to the public view on any lot except for one (1) professional sign of not more than three (3) square feet advertising the property for sale, signs used by a builder to advertise the property during the construction or sales period, and one identification sign, non-animated and non-flashing, not to exceed 72 square inches, containing only the name(s) of occupants and/or the address of the property

XI
TEMPORARY STRUCTURE

No trailer, basement, tent, shack, garage, barn or other outbuilding erected in the tract shall be used at any time as a residence temporarily or permanently.

XII
NATURAL DRAINAGE AND WETLAND AREAS

The storm water drainage designated on the plat of Canoe Cove shall remain in their natural state. Storm water will flow from the impervious areas of each lot directly into the drainage areas. These drainage areas act somewhat like a sponge on most storm events, absorbing much of the initial storm water flow. The larger storm events will temporarily exceed the absorption capacity and some ponding will occur. This ponding will allow sediments to settle or be filtered out as the storm water flows to the waterway. The developer reserves the right to add drainage swales at lot lines as needed to adequately remove storm water.

XIII GARBAGE

All garbage, rubbish and/or trash shall be kept in covered containers. In no event shall such containers be maintained so as to be visible from the street or neighboring lots in Canoe Cove.

XIV GROUND MAINTENANCE

Grass, weeds and vegetation on each lot conveyed by Declarant shall be cut at regular intervals so as to maintain the same in a neat and attractive manner. Grass clippings, dead shrubs and other refuse shall be put in receptacles and shall not be placed in the street, gutter, in the natural drainage or in any other location which may detract from the appearance of any lot. Each lot owner shall retain portions of the natural vegetation within the water front set back area.

XV COMMERCIAL EQUIPMENT

No trade, commercial or manufacturing enterprise or business activity of any kind shall be conducted or carried on upon any lot, or within any building located in the subdivision; nor shall any goods, equipment, vehicle or material used in connection with any trade, service or business be kept or stored outside of any building nor in any manner objectionable to other residents of this subdivision.

XVI FIREARMS

There shall be no hunting or discharge of firearms within the subdivision including the waterway.

XVII WATERCRAFT

No motors will be permitted on watercraft until access is gained to Lake Pend O'reille.

XVIII VEHICLE STORAGE

No boats, trailers, recreational vehicles, motor cycles or non-running automobiles shall be stored, parked on any lot other than within an enclosed garage.

IXX
LOT LIGHTING

Each individual lot owner will be required to install one-photocell light standards adjacent to their driveway entrance. The Architectural Control Committee will provide specification for said light standards.

XX
GENERAL PROVISIONS

- A. Severability. If any Covenant, Condition or Restriction herein specified or any part thereof, is invalidated or for any reason become unenforceable, no other restrictions, covenants and conditions, or any party thereof, shall be thereby affected or impaired.
- B. Mortgage. Nothing contained in this Declaration shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any property subject to this Declaration obtained through sale in satisfaction of any such mortgage or deed of trust shall thereafter be held subject to all of the restrictions and provisions hereof.
- C. Limitations of Restrictions of Declarant. Declarant is undertaking the work of constructing residential dwellings and incidental improvements upon the lots included within the subject property. The completion of that work and the sale, rental and other disposal of said residential units is essential to the establishment and welfare of said property as a residential community. In order that said work may be completed and said property be established as a fully occupied residential community as rapidly as possible, nothing in this Declaration shall be understood or construed to:
- i) Completion of Work: Prevent Declarant, its contractors, or sub-contractors from doing on the properties or any lot thereof, whatever is reasonable necessary or advisable in connection with the completion of said work; or
 - ii) Structure of Declarant: Prevent Declarant or its representatives from erecting, constructing and maintaining on any part of parts of the properties, such structures as may be reasonably necessary for the conduct of its business of completing said work and establishing said property as a residential community and disposing of the same in parcels by sale, lease or otherwise; or
 - iii) Selling Activities of Declarant: Prevent Declarant from conducting on any part of the properties its business of completing said work and of establishing said properties as a residential community and of disposing of said properties in parcels of lots by sale, lease or otherwise; or

- iv) Sign of Declarant: Prevent Declarant from maintaining such sign, flags, billboards, and other advertising devices on any of the properties as may be necessary for the sale, lease or disposition thereof.

- D. Nonwaiver. The various restrictions, measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for the protection and benefit of each lot in said subdivision and failure by the Declarant or any other person or persons entitled so to do to enforce any measure or provisions upon violation thereof shall not stop or prevent enforcement thereafter or be deemed a waiver of the right to do so.
- E. Duration. The Covenants, Conditions and Restrictions herein contained are to run with the land and shall continue in full force and effect for a period of thirty-five (35) years from the date hereof, at the end of which time the same shall be automatically extended for successive periods of ten (10) years. At any time after thirty-five (35) years from the date hereof, the then owners of fifty one percent (51%) or more of the lots described herein as shown on the recorded Plat thereof may elect to terminate or amend said Covenant, Conditions and Restrictions in whole or in part by a duly executed and recorded statement.
- F. Covenants, Conditions and Restrictions Enforceable Jointly and Severally. Each and every of the Covenants, Conditions and Restrictions contained herein shall be considered to be an independent and separate covenant and agreement and in the event any one or more of such covenants, conditions or restrictions shall for any reason be held to be invalid or unenforceable, all remaining covenants, conditions and restrictions shall nevertheless remain in full force and effect.
- G. Remedies for Violations. For a violation or a breach of any of these covenants, conditions and restrictions by any person claiming, by, through, or under the Developer or the committee, or by virtue of judicial proceeding, the Developer, the committee, and the lot owners, or any of them severally, shall have the right to proceed at law or in equity to compel a compliance with the terms hereof or to prevent the violation or breach of any of them. In addition to the foregoing right, the Developer or the committee shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or removal shall not be deemed a trespass. All costs or expenses incurred in abating or removing such violation shall be paid by the owner of such lot or lots and the Developer or the committee shall have a lien upon such lot or lots to secure payment thereof. The Developer or the committee shall also have the right and shall be entitled to seek an injunction prohibiting the continued construction of any structure, which is in violation of these restrictions. No delay or omission on the part of the Developer, the committee, or the owners of other lots in the premises in exercising any rights, power or remedy herein provided in the event of; any breach of the covenants, conditions and restrictions herein contained, shall be construed as a waiver

thereof or acquiescence therein, and no right of action shall accrue nor shall any action be brought or maintained by anyone whatsoever against the Developer or the committee for or on account of their failure to bring any action on account of any breach of these Covenants, Conditions and Restrictions or for imposing restrictions herein which may be unenforceable by the Developer.

Should the Developer or the committee employ counsel to enforce any of the foregoing Covenants, Conditions and Restrictions by reason of such breach, all cost incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the lot owner of such lot or lots and the Developer or the committee shall have a lien upon such lot or lots to secure payment of all such accounts.

In the event of a violation of the Covenants, Conditions and Restrictions, the Developer or the committee shall have an additional remedy of fixing liquidated damages for the violation of the Covenants, Conditions and Restrictions. The liquidated damages shall range from \$1.00 to \$50.00 per diem and the amount shall be established by the Developer or the committee in the exercise of their discretion taking into consideration the severity of the violation. So long as the Developer or the committee are reasonable in establishing per diem damages, the damages shall be paid by the owner who is in violation of these Covenants, Conditions and Restrictions and the Developer or the committee shall have a lien upon such lot or lots to secure payment.

Should the owner fail, neglect, or refuse to satisfy and discharge any lien arising hereunder within thirty (30) days, the Developer or the committee, shall have the right to add interest on such liens at the rate of ten percent (10%) per annum and shall further be entitled to receive all costs of collection, including reasonable attorney's fees, and shall be entitled to foreclose said lien in the manner provided by law.

H. Acceptance. Each grantee of a conveyance or purchaser under a contract or agreement of sale by accepting a deed or a contract of sale or agreement of purchase, accepts the same subject to all of the Covenants, Conditions and Restrictions, easements and agreements as set forth in this Declaration and agrees to be bound by the same.

IN WITNESS WHEREOF, said Declarant has caused these Declarations to be executed this 15th day of October, 2001.

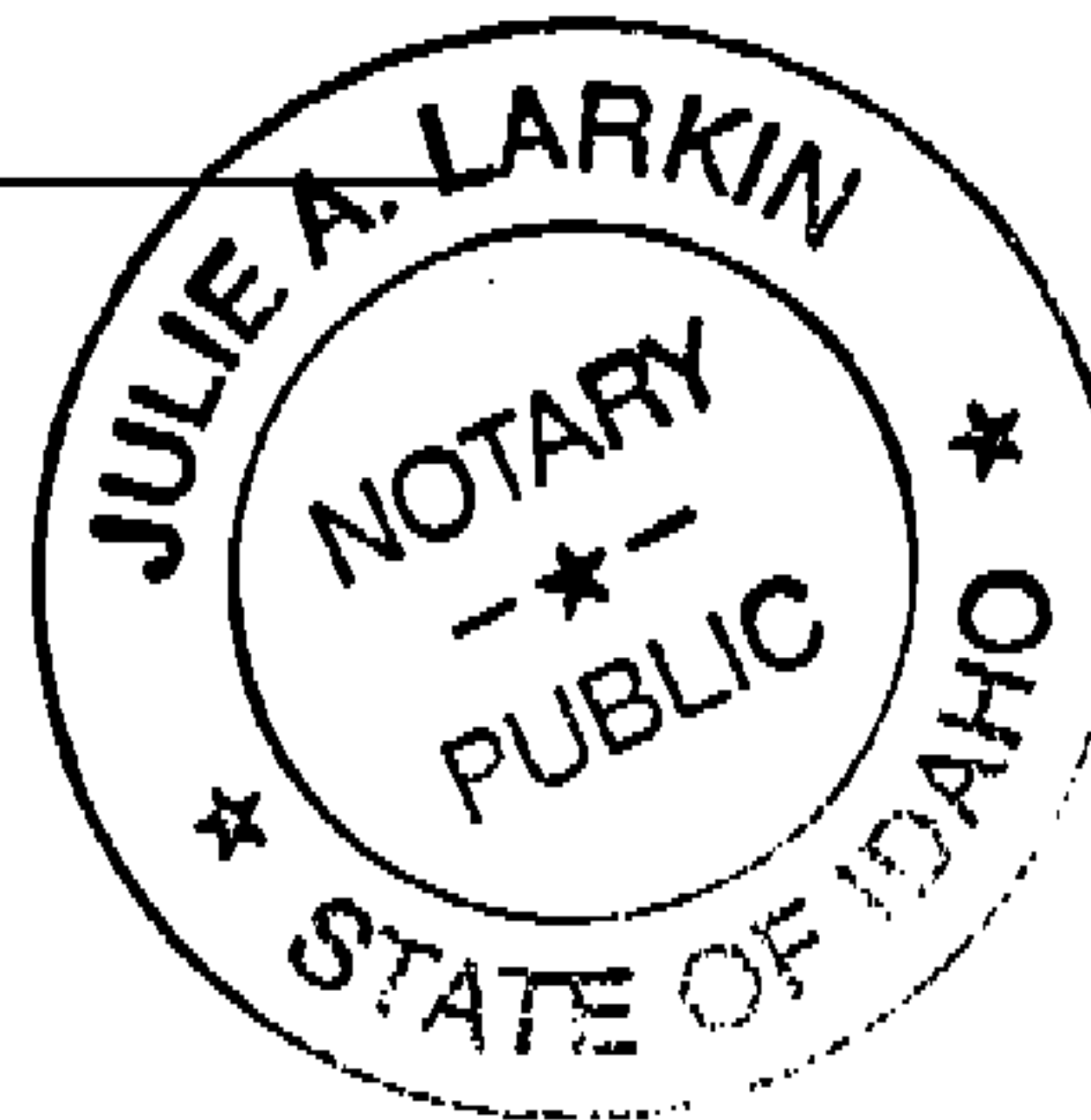
Ronald Chaney
Ronald Chaney, Owner

Rose Chaney
Rose Chaney, Owner

STATE OF IDAHO)
) ss.
County of Bonner)

On this 15th day of October, 2001, before me, a Notary Public in and for the said State, personally appeared Ronald Chaney and Rose Chaney, known or identified to me to be the persons whose names are subscribed to the within Instrument, and acknowledged to me they executed the same.

Julie A. Larkin
Notary Public
Residing at Sandpoint
Commission Expires 6-25-01



FILED BY Marie Scott
2001 OCT 19 11 A 9:27
5000
MARIE SCOTT
BONNER COUNTY RECORDER
DEPUTY

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Where Quality is A Way of Life™
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