

Hayden View Estates 1st

N VIEW ESTATES

HALF SECTION 19, TOWNSHIP 51 NORTH, RANGE 3

OWNER'S CERTIFICATE

BE IT KNOWN THAT ROBERT TURNIPSEED AND CLARA TURNIPSEED, HUSBAND & WIFE, AND GEORGE ANDERL AND IRMA ANDERL HUSBAND & WIFE, ARE THE OWNERS OF THE LAND DESCRIBED IN THE ABOVE ENGINEER'S CERTIFICATE AND HAVE CAUSED THE SAME TO BE SUBDIVIDED INTO LOTS & BLOCKS AS HEREIN PLATTED AND DO HEREBY DEDICATE THE STREETS SHOWN HEREON TO THE PUBLIC FOREVER AND DO RESERVE A 10 FOOT WIDE UTILITIES AND DRAINAGE EASEMENT ADJACENT TO EACH INTERIOR AND BACK LOT LINE AND OTHER EASEMENTS AS NOTED ON THE PLAT. WITH THIS ROADWAY DEDICATION THE TEMPORARY ROADWAY EASEMENT AS NOTED IN THE OWNERS CERTIFICATE FOR THE PLAT OF HAYDEN VIEW ESTATES IS HEREBY NULL & VOID.

KOOTENAI
I HEREBY
WAS FILED
OFFICE
KOOTENAI
REQUEST
1464
AT 2:30 P.
IN PLAT

KOOTENAI

IN WITNESS WHEREOF WE HEREBY AFFIX OUR SIGNATURES THIS 2ND DAY OF DECEMBER, 1977.

Robert Turnipseed
ROBERT TURNIPSEED

Clara Turnipseed
CLARA TURNIPSEED

George Anderyl
GEORGE ANDERL

Irma Anderyl
IRMA ANDERL

STATE OF IDAHO ss KOOTENAI COUNTY

ON THIS 2ND DAY OF DECEMBER 1977, BEFORE ME PERSONALLY APPEARED ROBERT TURNIPSEED & CLARA TURNIPSEED, HUSBAND & WIFE, AND GEORGE ANDERL & IRMA ANDERL, HUSBAND & WIFE, THE RECORD OWNERS, KNOWN TO ME TO BE THE PERSONS WHO EXECUTED THE ABOVE OWNERS CERTIFICATE AND ACKNOWLEDGED TO ME THAT THEY SIGNED THE SAME

S.L. Jarrett
NOTARY PUBLIC IN AND FOR THE STATE OF IDAHO, RESIDING IN COEUR D'ALENE WITH A LIFETIME COMMISSION.

CITY COUNCIL APPROVAL

THIS PLAT APPROVED BY THE CITY COUNCIL OF DALTON GARDENS, IDAHO, THIS _____ DAY OF _____ 1978.

Pioneer Title Company

Instrument recorded May 14, 1978 as Instrument No. 770614

DECLARATION OF RESTRICTIVE COVENANTS COVERING LOTS IN HAYDEN VIEW ESTATES, FIRST ADDITION

KNOW ALL MEN BY THESE PRESENTS:

Hayden View Estates, a general partnership, is the owner of a tract of land located in Kootenai County, Idaho, which has been platted as HAYDEN VIEW ESTATES FIRST ADDITION, in Book _____ of Plats, page _____, in the office of the County Recorder, Kootenai County, Idaho, and hereby makes the following declarations as to the limitations, restrictions and uses to which the lots constituting HAYDEN VIEW ESTATES FIRST ADDITION may be put. HAYDEN VIEW ESTATES, a general partnership, hereby specifies that the Declarations shall constitute Covenants to run with the land as provided by law and shall be binding upon all parties and persons claiming under them and for the benefit and limitation upon all future owners of the platted property and all future additions. This Declaration of Restrictive Covenants is designed for the purpose of keeping the property desirable, uniform and suitable in architectural design and use and for the purposes specified herein.

1. All lots, tracts and parcels in this plat of HAYDEN VIEW ESTATES, FIRST ADDITION, shall be used only as herein set forth and said designated usage can only be changed by the approval of the Developer, through its Architectural Control Committee, and subject to the Articles of Incorporation and By-Laws of said corporation.

2. All lots in the plat are restricted to single family residential use and no subdivision of the lots shall be made without the approval of the Architectural Control Committee.

3. Prior to the construction of any dwelling upon the lots, plans and specifications showing at least elevations must be presented to the Architectural Control Committee and approved by the same in writing. At a minimum exteriors, including landscaping of front yard shall be completed within one year after issuance of building permit. The Architectural Control Committee shall consist of:

Robert N. Turnipseed
George Aunderl
Don _____

2951 Government Way, Coeur d' Alene, Idaho
2207 Crestline Dr., Coeur d' Alene, Idaho
P.O. Box 14-R, Hayden Lake, Idaho

Pioneer Title Company

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Construction shall conform to the latest edition of the Uniform Building Code, Volume One, International Conference of Building Officials.

Membership of said committee may be changed from time to time pursuant to the By-Laws of the Developer.

4. Only buildings for residential occupancy and appurtenances thereto shall be considered or approved by said Architectural Committee. Architectural Control Committee shall further specify set-back provisions depending upon the nature and contour of any lot in said plat.

5. No tents, trailers, mobile homes, or other structures of temporary nature for human habitation shall be allowed on said lots without the express authority of the Architectural Control Committee which shall restrict any permissible use of this nature to emergency situations only and of durations of less than six months. Exposed unregistered vehicles shall not be permitted.

6. All exterior lighting must be of controlled focus and intensity as will not disturb neighbors on adjacent property. All signs, which shall not exceed one square foot, and all fences shall come under the exclusive control of the Architectural Control Committee. No chain link fence may be higher than 48 inches. Screening of garbage cans and trash areas from view must be provided.

7. Owners may keep horses for their own use on Lots 1 and 2, Block E, Lots 17 and 18, Block D, and Lots 30 through 38, Block E, but not more than a combined total of two. Ordinary household pets, such as dogs and cats, may be kept provided they are not kept, bred or maintained for commercial purposes. Any domestic animals kept by property owners must be confined within the boundaries of the property of the owner. Failure or neglect to confine such animals shall subject the property owner to a civil penalty of \$50.00 for each occurrence. The penalty shall be paid upon request. If not paid, the Architectural Control Committee or any other property owner who has been affected by the failure to confine the animal may file a civil action to collect the penalty together with costs and attorney's fees.

(continued)

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8. The operation of any off-road vehicles including snowmobiles and motorbikes shall be prohibited upon any property within this subdivision other than dedicated public roads. The operation of any off-road vehicle upon any private property within the subdivision shall be deemed a trespass and shall subject the owner or operator or both of such off-road vehicle to a civil penalty of \$100.00 for each occurrence. The penalty shall be paid upon request. If not paid, the Architectural Control Committee or any property owner who has been affected by the trespass may file a civil action to collect the penalty together with costs and attorney's fees.

9. If the parties hereto, or any of them or their heirs and assigns shall violate or attempt to violate any of the Covenants herein, it shall be lawful for any other person or persons owning any real property situated in the said development or subdivision to bring any proceedings against the person or persons violating or attempting to violate any such covenants and either, to restrain any such violation or to recover damages or both. Any party violating any covenant shall be liable for attorney's fees to be fixed by the court in favor of any party successfully bringing an action based on such violation.

10. Domestic water will be furnished by the Hillside Service Company, Inc., an Idaho corporation formed for the purpose of providing utility services, and will be available for tap-on within the confines of the roadway adjacent to the lot or in the utilities area referred to in Covenant 13. Each lot owner upon entering into a contract of purchase or upon acquiring title, whichever ever occurs first, shall become obligated to pay the tap-on and usage charges as required for the maintenance and operation of the system or as provided by the Idaho Public Utilities Commission. The tap-on charges shall be due and payable on date of closing, and usage charges on a metered basis.

11. Sewage service will be furnished by the Hillside Service Company, Inc., and will be available for tap-on within the confines of the roadway adjacent to the lot or in the utilities area referred to in Covenant 13. Each lot owner shall be

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obligated to pay the usage charges as required for the maintenance and operation of the system. Usage charges will be billed on a monthly or quarterly basis and payment will be due within twenty (20) days. The Hillside Service Company Inc., shall have the right to inspect and require adequate maintenance of pump stations and require pumping be equipped with an 8 inch cleanout brought to the surface of the ground and equipped with a removable cover to facilitate septic tank pumping. Specifications for the required wet well pumps will be issued by the Developers' engineers and the Architectural Control Committee will inspect the construction of the individual sewer systems including the septic tank, wet well, pump and pressure line to the main prior to backfill. All lots which have central sewage service available must utilize the central sewer system. Individual on-site disposal systems may only be installed on lots approved by the Architectural Control Committee. Only domestic sewage will be allowed to be discharged to the sewer system. Basement or roof drainage water will not be allowed to be pumped into the sewer system. In the event that a public sewer district undertakes to provide sewer service to the lots, the owners shall pay any hook-up charges. Upon entry into a public sewer district, the obligation of the Developer or this subdivision shall cease and terminate.

12. The developer reserves the right to deed to a non-profit association to be formed under the laws of the State of Idaho for the benefit of all lot owners in this subdivision and any other additions now or hereafter platted, or any or all of its interests in the ground, any means of access to the lake or national forest, or any roadways or other property used for the benefit of any or all of the property now or hereafter platted. Each lot owner shall be a member of said association and membership shall be available to all lot owners in this subdivision.

13. An easement reserving a ten (10) foot wide area along each side and back lot line for public utilities and drainage has been reserved on the plat. No structure shall be constructed on these lot lines that shall in any way impede

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drainage or construction of utilities.

14. A ten (10) foot bridle path shall be provided from Packsaddle Drive to the National Forest lands at the Southeast corner of Section 19 as well as from the recreational area to the County Road along the South shore of Hayden Lake and from Woodland Drive East to the National Forest lands.

15. No landscaping shall be permitted that limits visibility of or access to fire hydrants, and the grade level shall not be raised around fire hydrants.

16. These Covenants will 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 that these Covenants are recorded, after which time said Covenants shall be automatically extended for successive periods of 10 (ten) years unless an instrument signed by a majority of the owners of the lots has been recorded agreeing to delete said Covenants.

These Restrictive Covenants may be altered, amended or deleted in whole or in part if agreed to in writing by 75% or more of the then lot owners in this subdivision and by the Developer.

Invalidation of any 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.

HAYDEN VIEW ESTATES

One of the partners

Robert Turnipseed

George Anderl

WOODLAND HEIGHTS, INC., an Idaho corporation, and HAYDEN VIEW ESTATES, a general partnership, hereinafter referred to as DEVELOPERS, and the CITY OF DALTON GARDENS, a municipal corporation, hereinafter referred to as CITY, agree that this agreement shall supersede and replace the Agreement on Sanitary Restriction executed between these parties on April 7, 1975. The parties further agree as follows:

1. DEVELOPERS have heretofore furnished to the CITY copies of the Declaration of Restrictive Covenants upon Woodland Heights Second Addition and Hayden View Estates First Addition. These restrictive covenants will be recorded at the time the Plats of the respective properties are recorded. DEVELOPERS agree and do hereby grant to the CITY the right to enforce any of the restrictive covenants pertaining to the sewage disposal system or relating to water supply or intended to control or eliminate water pollution. The CITY shall have the same standing as any property owner and shall be entitled to recover damages and attorney's fees in any action in which it is determined that DEVELOPERS or their successors in interest have violated any of these restrictive covenants.

2. DEVELOPERS agree that they and their successors in interest shall enforce and perform all restrictive covenants.

3. DEVELOPERS have formed an Idaho corporation, Hillside Service Company, Inc., to operate and maintain the water and sewage disposal systems. These systems are to be maintained at all times in compliance with applicable rules and regulations of the Panhandle Health District. DEVELOPERS agree that no more than 14 lb/day (monthly average) of combined nitrate and ammonia nitrogen will be discharged to drainfields on the Dalton Gardens side of the development as specified in the approval by the Panhandle Health District.

4. In the event that a sewer district is created, the property owners in Woodland Heights and Hayden View Estates shall connect to the larger sewer system and shall pay any hook-up or connection charges required by the sewer district, if such service is available when directed to make such change by the Panhandle Health District and when such property owners have voted to have their properties

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included within the boundaries of the sewer district as provided by law.

In the event the use of the subsurface drainfield intended to serve the Hillside Service Company, Inc. shall be terminated; the area occupied by the drainfield will be abandoned. The lagoon will be regarded and landscaped as a park or recreational area.

5. DEVELOPERS on behalf of themselves and their heirs, assigns and future property owners covenant and agree that the development of properties on Woodland Heights and Hayden View Estates shall not contaminate or pollute the water supply of the City of Dalton Gardens.

6. DEVELOPERS on behalf of themselves and their heirs and assigns covenant and agree that they shall construct and complete the access road north of the City of Dalton Gardens along the line presently laid out and that such road shall be developed to comply with county and road district requirements. The road shall be in usable and travelable condition prior to September 1, 1978, to provide adequate access to Woodland Heights and Hayden View Estates.

Developers further covenant and agree that the road shall be paved on or before November 1, 1979.

7. In reliance upon the covenants and agreements set forth herein, the CITY agrees to approve the final plats as heretofore presented to the CITY. This Agreement shall be recorded with the Restrictive Covenants.

Dated this 24 day of April, 1978.

WOODLAND HEIGHTS, INC.,
an Idaho corporation

By George Anderl
George Anderl, President

James [Signature]
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MAY 25 1982

Henry [Signature]
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BY 427 [Signature]

