

*Blair B. B. 11
P.O. Box B.
5060 N. B. Hwy*

COVENANTS, CONDITIONS AND RESTRICTIONS - 1 -

All buildings and construction shall be conforming with the set-back requirements as are established in this paragraph; unless a formal variance is obtained from the Architectural Control Committee. The orientation and location of houses on lots must be approved by the Architectural Control Committee. No

II. SET-BACK REQUIREMENTS:

No lot shall be used except for residential purposes. No building shall be erected on any lot except one single family residence, an attached private garage for the use of occupants of such residence, and the usual and appropriate structures incidental to and appurtenant to a private residence. The term private residence as used herein excludes every form of boarding and lodging house, sanitarium, hospital or similar structure or use. No water wells are permitted on any lot.

I. LAND USE:

BE IT KNOWN that Sun Mountain, Inc., an Idaho Corporation, formerly known as Sun Mountain Corporation, Inc., record owner of that certain real property described on Exhibit "A" attached hereto and incorporated herein, being a subdivision known as HIDDEN LAKES, containing single family lots, private access roads, utility easements, and natural drainage and vegetation easements, does hereby make, establish, confirm and impress upon all of said real property described in said Exhibit "A" the following Covenants, Conditions and Restrictions, to run with said land binding all future grantees, assignees and any successors in interest to said real property. The Covenants, Conditions and Restrictions are as follows:

HIDDEN LAKES

OF

COVENANTS, CONDITIONS AND RESTRICTIONS

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CLIFFORD W. BONNER
RECORDER OF DEEDS
COUNTY OF BLAINE
ID.

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dwelling or structures, including but not limited to pools, or any part thereof, shall be erected on any lot or lots nearer than 25 feet from front and rear lot line, 10 feet from side lot line where one and one-half, two, or more lots are acquired as a single building site, the side lot line shall refer only to the lot lines bordering the adjoining property owner(s).

III. DESIGN AND ARCHITECTURAL CONTROL.

An Architectural Control Committee is hereby established. All building locations and building plans must be approved by said committee prior to construction. All buildings and improvements constructed on the property shall comply with the following architectural and design controls, which said controls shall be administered by the Architectural Control Committee:

A. The orientation and location of residential buildings and other structures shall be approved by the Architectural Control 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 buildings shall contain less than 1200 square feet of floor space for living purposes (exclusive of roofed or unroofed porches, terraces, decks, garages, carports and other outbuildings) nor shall the combined floor space for living purposes of a residential building of more than one (1) story be less than 1700 square feet.

C. No reflective finishes (other than glass) shall be used on exterior surfaces (other than the surfaces of hardware fixtures).

D. The exterior of all buildings and improvements including roofing, siding and visible portions of foundations, shall be designed and built to be compatible with:

1. No less than a #2 grade wood siding or shingle or other high quality material.

2. Harmony of external design finish with landscape and topography and existing structures.

3. Design and building of the structure must take into account the effect which the proposed structure or improvements 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.

4. Color of the exterior siding and roofing shall be in harmony with the surrounding improvements and landscape.

E. All improvements, residence and/or landscaping must be completed within one (1) year of obtaining a building permit for such structure or improvements.

F. All garages shall be a minimum of two car garages.

G. The Architectural Control Committee shall have the power to grant variances and modifications from the provisions of these Covenants, Conditions and Restrictions where, in its judgment, 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 any purpose except as to the particular property and the particular provision considered.

H. Neither Declarant, nor the Architectural Control Committee, nor the members thereof, shall be liable for 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 judgment, negligence or nonfeasance arising 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 and specifications to the Architectural Control Committee for approval agrees, by

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, "unreasonable quantities" shall be deemed to limit the number of dogs, cats and other household pets to two. No dog houses, runs or fenced exercise areas are permitted on the lots. Dogs are not permitted on the golf course proper.

VII. ANIMALS:

Satellite disks are not approved for this subdivision.

IV. ANTENNAS:

Fences shall not exceed six (6) feet in height, and shall be permitted only to the rear of the residence facing the golf course, and in no event nearer than 25 feet from the lot line facing the golf course. All fences shall meet aesthetic and design standards consistent with building restrictions and which shall be compatible with the overall standards and quality of Hidden Lakes.

V. FENCES:

The Declarant shall appoint the Architectural Control Committee until such time as 75% of the lots are sold, at which time the lot owners shall elect the membership of the Architectural Control Committee.

IV. COMMITTEE MEMBERSHIP:

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 Architectural Control Committee or any of the members thereof to recover said damages.

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location which may detract from the appearance of any lot. and shall not be put in the natural drainage or vegetation areas, or in any other manner. Grass clippings, dead shrubs and other refuse shall be put in receptacles moved at regular intervals so as to maintain the same in a neat and attractive Grass, weeds and vegetation on each lot conveyed by Declarant shall be kept

XII. GROUND MAINTENANCE:

lots in Hidden Lakes. Trash shall not be disposed of on the property. event shall such containers be maintained so as to be visible from the neighboring All garbage, rubbish and/or trash shall be kept in covered containers. In no

XI. GARBAGE:

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

X. TEMPORARY STRUCTURES:

and/or the address of the property. flashing, not to exceed 72 square inches, containing only the name(s) of occupants construction or sales period, and one identification sign, non-animaled and non-property for sale, signs used by a builder to advertise the property during the for two (2) professional signs of not more than three (3) square feet advertising the No signs of any kind shall be displayed to the public view on any lot except

IX. SIGNS:

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

VIII. NOXIOUS USE OF PROPERTY:

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its acquisition herof.

utilities and any claim for damages incurred thereby is waived by the lot owner by to said easement of any person for the construction, maintenance and repair of the property. Each lot owner, by the acquisition thereof, consents to the entry on private utility facilities and for such other uses incidental to the development of easement for the purpose of installing and maintaining and repairing public or line between all of the lots and over and under and across the private roadway foot wide utility easement along, under and across the center line of corner side lot There is hereby reserved to the undersigned, its successors and assigns, a 15

price of \$3,000 for sewer and \$2,000 for water.

said service and purchase and pay for within one (1) year of purchase of a lot at a system. Each lot owner shall contract with the supplier of said utility service for The owners of all lots shall each be provided access to a water and sewer

XVI. WATER AND SEWER SYSTEMS:

barbecue pit.

There shall be no exterior fires unless contained in a structure such as a

XV. FIRES:

There shall be no hunting or discharge of firearms within the property.

XIV. FIREARMS:

building, nor in any manner objectionable to other residents of this subdivision.

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

XIII. COMMERCIAL EQUIPMENT:

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XVII. GOLF COURSE MEMBERSHIPS.

Lot owners are to have the right to purchase golf course memberships.

XVIII. GENERAL PROVISIONS.

A. Severability: If any Covenant, Condition or Restriction herein specified or any part thereof, is invalidated or for any reason becomes unenforceable, no other restrictions, covenants or conditions, or any part thereof, shall thereby be 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. Limitation 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:

1. Completion of Works: Prevent Declarant, its contractors, or sub-contractors from doing on the premises or any lot thereof, whatever is reasonably necessary or advisable in connection with the completion of said work; or

2. Structures of Declarant: Prevent Declarant or its representatives from erecting, constructing and maintaining on any part or parts of the properties, such structures as may be reasonably necessary for the conduct of its business of

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16th lot amend these Covenants, Conditions and Restrictions without the consent of PROVIDED HOWEVER, that the Declarant may at any time prior to the sale of the Restrictions in whole or in part by a duly executed and recorded statement. described herein may elect to terminate or amend said Covenants, Conditions or ten (10) years from the date hereof, the then owners of 60% or more of the lots automatically extended for successive period of ten (10) years. At any time after (10) years from the date hereof, at the end of which time the same shall be to run with the land and shall continue in full force and effect for a period of ten

E. Duration: The Covenants, Conditions and Restrictions herein contained are **E. Duration:** The Covenants, Conditions and Restrictions herein contained are thereafter or be deemed a waiver of the right to do so.

or provisions upon violation thereof shall not stop or prevent enforcement Declarant or any other person or persons entitled so to do to enforce any measure the protection and benefit of each lot in said subdivision and failure by the Declaration are declared to constitute mutual equitable covenants and servitudes for

D. Non-Waiver: The various restrictions, measures and provisions of this Declaration are declared to constitute mutual equitable covenants and servitudes for necessary for the sale, lease, or disposition thereof.

4. Signs of Declarant: Prevent Declarant from maintaining such signs, flags, billboards and other advertising devices on any of the properties as may be

of lots by sale, lease or otherwise; or properties as a residential community and of disposing of said properties in parcels part of the properties its business of completing said work and of establishing said

3. Selling Activities of Declarant: Prevent Declarant from conducting on any disposing of the same in parcels by sale, lease or otherwise; or

completing said work and establishing said property as a residential community and

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SECRETARY

William A. Berry

ATTEST:

WILLIAM A. BERRY - PRESIDENT

BY: *William A. Berry*

SUN MOUNTAIN, INC.

executed this 12 day of October, 1988.

IN WITNESS WHEREOF, said Declarant has caused these Declarations to be
 agreements set forth in this Declaration and agrees to be bound by the same.
 subject to all of the Covenants, Conditions and Restrictions, easements and
 or agreement of sale by accepting a deed or a contract of sale, accepts the same
 G. Acceptance: Each grantee of a conveyance or purchaser under a contract
 appropriate proceedings by the Declarant or the Architectural Control Committee.
 but such breach and/or the continuation thereof may be enjoined or abated by
 provisions of this Declaration are hereby declared not to be adequate compensation,
 F. Enforcement: Damages for any breach of the terms, restrictions and
 the amendment.
 any time provided that ninety (90%) percent of the then owners agree in writing to
 the lot owners. These Covenants, Conditions and Restrictions may be amended at

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On this 17th day of October, 1988, before me, a Notary Public in and for the State of Idaho, personally appeared, WILLIAM A. BERRY, known to me to be the President of Sun Mountain, Inc., an Idaho Corporation, the corporation that executed the foregoing instrument, and acknowledged the said instrument to be the free and voluntary act of said corporation, for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute the said instrument on behalf of said corporation.

STATE OF IDAHO
} ss.
County of Bonner

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate last above written.

[Signature]
Notary Public for Idaho
Residing at Sandpoint