

## DECLARATION OF RESTRICTIVE COVENANTS

WHEREAS, DALBERT L. WILLIAMS and DELORIS I. WILLIAMS, husband and wife, and BEAUTY BAY DEVELOPMENT CO., INC., a Montana corporation duly qualified to do business within the State of Idaho, are the owners and contract purchaser, respectively, of the following described property, to-wit:

Lots 1 through 14, both inclusive, Block 1;  
Lots 1 through 26, both inclusive, Block 2;  
Lots 1 through 10, both inclusive, Block 3;  
Lots 1 through 11, both inclusive, Block 4;  
Lots 1 through 18, both inclusive, Block 5;  
Beauty Bay Estates First Addition, according to the recorded plat, and all being located in the North Half of the Northwest Quarter, Section 12, and the East Half of Government Lot 1, Section 11, Township 49 North, Range 3 W. B. M., Kootenai County, State of Idaho,

and

WHEREAS, it is the desire and intention to sell the property described above and to impose on it mutual and beneficial restrictions under a general plan or scheme for the benefit of all of the lands so described and the future owners thereof;

NOW, THEREFORE, it is hereby declared that all of the property above described is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are declared and agreed to be established for the purposes of enhancing and protecting the value, desirability, and attractiveness of the said described property and every part thereof. All of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands or any

part thereof, for a period of \_\_\_\_\_ years from the date hereof and no longer, to-wit:

1. Buildings. No buildings shall be permitted on any lot other than one single family dwelling, together with its service buildings, such as a garage or boat house. Any and all buildings, including prefabricated or mobile homes, must be of new construction. No trailer house not commercially built nor more than five (5) years of age from the date of location on the premises may be placed upon the property. All buildings shall be completed as to external appearance within three years of commencement of construction.
2. Land Use. No lot shall be used except for residential purposes.
3. Association of Owners. Each owner of any lot in the subdivision, by acceptance of a deed or a contract for purchase of the lot, is deemed to covenant and agree to, and shall be a member of, and be subject to assessments and rules of an association of owners of lots in this subdivision. Such association may assume responsibility for preserving and maintaining common areas or parks, supervising architectural control, providing common services, and in general acting to enhance and preserve the desirability and attractiveness of the area.
4. Easements. Easements for utilities are reserved for a width of ten feet along each side of all lot lines.
5. Sewage. Sewage shall be disposed of by the usage of a septic tank or such other systems as is acceptable under public health standards.
6. Nuisances. No noxious or offensive activity shall be carried on or permitted in the subdivision; nor shall the premises be used in any way which may endanger the health or safety of, or unreasonably disturb, the neighborhood.
7. Pets. No animals or fowl, except cats, dogs, or household birds, shall be kept in the subdivision, and in no event shall any animal or fowl be raised, bred or cared for on a commercial basis.
8. Term. The covenants shall be binding until December 31, 1985, after which time they shall be automatically extended for successive periods of ten years, unless an instrument signed by the owners of a majority of the lots in the subdivision has been recorded agreeing to change the covenants in whole or in part.

- 9. Amendment. These covenants may be amended by an instrument signed by the owners of two-thirds of the lots in the subdivision, which has been recorded agreeing to such amendment.
- 10. Enforcement. These covenants may be enforced by the developer, any owner of real property in the subdivision, or any association of homeowners by an appropriate proceeding at law or in equity, and may include proceedings to enjoin the violation and recover damages. Invalidation of any one of the restrictions shall in no way affect other provisions which shall remain in force and effect. Failure to enforce any provision shall not be deemed a waiver of the right to do so thereafter.

IN WITNESS WHEREOF, the declarants have executed this instrument this 19 day of January, 1973.

BEAUTY BAY DEVELOPMENT CO., INC.  
a Montana corporation qualified to do  
business in the State of Idaho.

By

J. R. Chapieski  
J. R. Chapieski, President

ATTEST:

John T. Wood, Sec  
John T. Wood, Secretary

Daibert L. Williams  
Daibert L. Williams

Deloris I. Williams  
Deloris I. Williams

STATE OF MONTANA )

ss.

County of Missoula )

On this 19<sup>th</sup> day of January, 1973, before me, the undersigned, a Notary Public in and for said State, personally appeared J. R. CHAPIESKI and JOHN T. WOOD, known to me to be the President and

Secretary of the corporation that executed the foregoing instrument, and  
acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

*Alexander A. George*  
Notary Public for Montana  
Residing at Missoula  
Commission expires: Oct 24, 1975

STATE OF IDAHO )  
                      ) ss.  
County of Kootenai )

On this 23 day of Feb, 1973, before me, the under-  
signed, a Notary Public in and for said State, personally appeared  
DALBERT L. WILLIAMS and DELORIS I. WILLIAMS, husband and wife,  
known to me to be the persons whose names are subscribed to the within  
instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

*Elmer E. Jordan*  
Notary Public for Idaho,  
Residing at Coeur d'Alene  
Commission expires: June 25, 1974

Filed and recorded at the request of J. J. Wood  
at 426 o'clock P. M., this 27<sup>th</sup> day of March, 1973  
By: Arlene Jakobsen  
**AROLD E. PETERSON**  
Public Auditor-Recorder  
Kootenai County, Idaho  
Fee \$ 4.00 Deposit  
Return to 2805 Queen Street  
Missoula, Mont. 59801

RELEASE OF RESTRICTIONS, COVENANTS AND CONDITIONS

KNOW ALL MEN BY THESE PRESENTS, that BEAUTY BAY DEVELOPMENT CO., INC., a corporation organized under and pursuant to the laws of the State of Montana and regularly qualified to do business within the State of Idaho, does hereby release and forever discharge the following described property, to-wit:

- Lots 1 through 14, both inclusive, Block 1;
- Lots 1 through 26, both inclusive, Block 2;
- Lots 1 through 10, both inclusive, Block 3;
- Lots 1 through 11, both inclusive, Block 4;
- Lots 1 through 18, both inclusive, Block 5;
- Beauty Bay Estates First Addition, according to the recorded plat, and all being located in the North Half of the Northwest Quarter, Section 12, and the East Half of Government Lot 1, Section 11, Township 49 North, Range 3 W. B. M., Kootenai County, State of Idaho,

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from all of those restrictions, covenants and conditions as recorded August 30, 1971, as Instrument No. 587622, Records of Kootenai County, Idaho.

DATED this 19<sup>th</sup> day of January, 1973.

BEAUTY BAY DEVELOPMENT CO., INC.

By J. R. Chapieski  
J. R. Chapieski, President

ATTEST:

John T. Wood Sec.  
John T. Wood, Secretary

STATE OF MONTANA )  
County of Missoula ) SS.

On this 19<sup>th</sup> day of January, 1973, before me, the

undersigned, a Notary Public in and for said State, personally appeared J. R. CHAPIESKI and JOHN T. WOOD, known to me to be the President and Secretary of the corporation that executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

WITNESS my hand and official seal.

Alvin A. Gage  
Notary Public for Montana  
Residing at Missoula.  
Commission expires: Oct 24, 1975.

Filed and recorded at the request of J. T. Wood  
at 4:25 o'clock P. M., this 27<sup>th</sup> day of March, 1973  
by Harold E. Peterson Arvida Jakobson Deputy  
Office Auditor-Recorder  
Blaine County, Idaho Fee \$ 2.00  
return to 2805 Queen Street -  
Missoula, Mont. 59801