

E. Buck
PO Box 1431
SDPT

590145

FILED BY
W. J. W. W.
2001 OCT 22 P 3:50
B. J. W.
BONNER COUNTY RECORDER
CMB. IDAHO

DECLARATION OF PROTECTIVE COVENANTS OF BUCK RUN

INTRODUCTION

I, the undersigned, KENNETH EWING BUCK, am the fee owner (the "owner") of the real property described in Exhibit A that is attached and incorporated by reference (the "real property"). The real property is now duly platted as "Buck Run," a subdivision in Bonner County, Idaho, the plat of which is recorded in Book 60 of Plats, Page 150, records of Bonner County, Idaho (the "subdivision"). The owner hereby makes the following declarations as to covenants, conditions, restrictions, limitations and uses to which lots in the subdivision (the "lots"), and a parcel of real property adjacent to the subdivision,

59045

may be put (collectively, the "declaration"), hereby specifying that the declaration shall constitute covenants to run with all of the real property, as provided by law, and shall be binding on all parties and all persons claiming under them, and for the benefit and limitations upon all future owners in the subdivision, this declaration being designed for the purpose of keeping the subdivision desirable, uniform and suitable in architectural design and use as herein specified.

SECTION I. RECITALS

1.1 The purpose of this declaration is to insure the use of the lots in the subdivision for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the subdivision, to maintain the desired tone of the community, and thereby to secure to each owner of each lot the full benefit and enjoyment of a single family residence to be built thereon, with no greater restriction upon the free and unreserved use of each lot of the subdivision than is necessary to insure the same advantages to the other owners of the other lots in the subdivision. Anything tending to detract from the attractiveness and value of each lot in the subdivision for residence purposes shall not be permitted.

1.2 The following attachments, which are attached and incorporated by reference, depict the following aspects of the design of the subdivision:

A. Attachment A: Stormwater drainage easements and storm water retention ponds ("Attachment A").

5910145

B. Attachment B: Wetland delineation ("Attachment B").

C. Attachment C: Common Area A, Common Area B and two (2) greenbelts ("Attachment C").

1.3 The owner further intends to provide for the maintenance of the storm-water drainage easements, retention ponds and designated greenbelts, and to comply with the Idaho requirements for subdivisions in Bonner County.

SECTION 2. DECLARATIONS

2.1 It is hereby declared that all of the lots in the subdivision shall be acquired, held and transferred subject to this declaration, which is intended to benefit the subdivision and its respective owners, purchasers and other lawful occupants. Accordingly, this declaration shall run with the land, and every person who by deed, contract or lease acquires any interest in the subdivision or portions thereof shall be deemed to have made and accepted such deed, contract or lease subject to all of the conditions, covenants and restrictions herein contained, and his or her respective heirs, executors, assigns or other successors in interest shall be bound by them to the same extent as the original purchaser.

2.2 This declaration shall be enforceable at law and in equity by any owner, purchaser or other lawful occupant of a lot in the subdivision against any person who shall violate or attempt or threaten to violate any of its provisions. Failure by an owner, purchaser or other lawful occupant to enforce any part of the declaration

590145

shall, in no event, be deemed a waiver of the right to do so at a later time. If any action at law or equity is initiated to enforce the terms and conditions of this declaration, the prevailing party shall be awarded his or her reasonable attorney fees in addition to other reasonable costs of suit.

2.3 This declaration shall be deemed fully and sufficiently described and incorporated in any instrument of conveyance by reference to the same as "Declaration of Buck Run" or similar words, and the Bonner County Recorder's instrument filing number under which it is recorded.

2.4 This declaration is to run with the land in the subdivision and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date this declaration is recorded, after which this declaration shall be automatically extended for successive period of five (5) years unless an instrument signed by the owners of the then-sixty (60%) percent majority of the lots in the subdivision has been recorded, agreeing to change this declaration in whole or in part. Any such modification of this declaration shall be made according to the provisions of this declaration governing modifications. The portions of this declaration not amended by such modifications shall remain in full force and effect.

2.5 This declaration may be modified at any time by an instrument signed by the owners of at least sixty (60%) percent of lots in the subdivision, except that

59045

(a) any amendment to allow for a further subdivision must be permitted by Bonner County, (b) no modification relative to the restrictions and prohibitions against trailers, manufactured or modular homes detailed in section 3.8 shall be allowed, and (c) the minimum building requirements in section 3.3 shall not be modified. Any person desiring to modify this declaration must give written notice of a meeting for that purpose to all of the owners of lots in the subdivision at the last known address in the county records, and allow thirty (30) days for a response. Thereafter, the meeting may be held in person, by telephone, or by a combination of the two.

2.6 Invalidation of any of a part of this declaration by judgment by a court or by court order shall in no way affect any of the other provisions. The other provisions shall continue in full force and effect.

SECTION 3. DESIGN AND USE REGULATIONS

3.1 The geotechnical suitability of a building's siting and foundation design for a lot is strictly the responsibility of the owner. Compliance with minimum setback requirements does not relieve an owner of the responsibility for ensuring that foundations and footings do not disrupt the stability of the soils.

3.2 Minimum building setbacks and side-yard setbacks shall be as are established by the then-applicable Bonner County zoning ordinance.

50045

3.3 Minimum building size for a primarily residential dwelling shall be two thousand (2,000) square feet for waterfront lots, except that Lots 11 and 12, Block 2 of the subdivision, may be fifteen hundred (1,500) square feet. Fifteen hundred (1,500) square feet shall be the minimum for non-waterfront lots. The above minimums do not include garages or other outbuildings.

3.4 No building or structure may be constructed or erected in the subdivision of more than two (2) floors in height (daylight basement excepted), or that would exceed thirty-five (35) feet in height from the top of the foundation.

3.5 Minimum habitable floor elevation shall be as established by the applicable Bonner County zoning ordinance, which elevation presently is 1.0 foot above the 100-year flood elevation level.

3.6 The design and construction of all docks along the shores of Pend Oreille Lake and its tributaries are regulated and controlled by governmental agencies to minimize the visual impact and any adverse effects on the fisheries of the lake. All docks or other structures placed below the ordinary high water mark of the lake or within wetlands areas are subject to the permitting requirements and operating rules of the U.S. Army Corps of Engineers and the Idaho Department of Lands. Other governmental agencies may also have permitting requirements.

590145

3.7 No noxious or offensive activities shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

3.8 No premises or structure of any temporary character intended for use as a dwelling, including a recreational vehicle, mobile home, tent, shack, building or shed, shall be placed on any lot at any time whatsoever except during a one (1) year period while the property owner is in the process of constructing a permanent single-family residence. All permanent structures shall be built on site. No permanent structure may be in the form of a mobile home (single or double-wide), manufactured home, or modular home. All permanent structures shall be completed as to exterior appearance within one (1) year of the date construction begins.

3.9 No temporary or permanent storage of any motor vehicles or other equipment shall be permitted on any lot if such storage results in any unsightly appearance visible from any other lot. Provided, however, that any inoperable vehicle must be stored out of sight in an enclosed structure. Provided, further, that seasonal storage of boats, motor vehicles and travel trailers shall be allowed.

3.10 Animals shall be permitted provided such animals are domestic pets or for the personal use of the lot owners and are not raised for a commercial purpose, and such pets are fenced in from surrounding lands. Lot owners are also subject to

590145

regulations and ordinances of Bonner County regarding animals. No exotic pets are allowed. The owner or owners of a lot in the subdivision may keep on that lot not more than two (2) dogs and not more than two (2) cats.

3.11 No signs of any kind shall be displayed to the public view on any lot with the exception of real estate "For Sale" signs.

3.12 No structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities (including, but not limited to, sewer pipelines and water pipelines, power, telephone, TV cable, storm water retention ponds) or which may damage, interfere with, or change the direction of flow of drainage facilities.

3.13 No rubbish, trash, garbage, or other waste materials shall be kept or permitted on any lot except in sanitary containers located in appropriate areas concealed from public view. However, each parcel may have one (1) burn pile for tree cuttings only; all burns must be supervised, and the pile shall be burned at least once annually.

3.14 Every single family residence, garage and outbuilding constructed on any lot in the subdivision shall be compatible and in harmony with the other structures in the subdivision, taking into account quality of workmanship and design, visual and environmental impact, ecological compatibility, natural platforms and finished grade elevation, harmony of external design with

590145

surrounding structures and environment, and location in relation to surrounding structures and plant life.

SECTION 4. DESIGNATED USE OF PROPERTY

4.1 The lots shall be limited to residential purposes and residential structures, including outbuildings, for one family only, at a density not to exceed one dwelling per lot. No other use shall be made of a lot in the subdivision.

SECTION 5. HOMEOWNERS ASSOCIATION

5.1 There will be established, either by the developer or by a majority of lot owners, a homeowners association which shall be an Idaho corporation with established bylaws to assist with the enforcement of this declaration.

5.2 All lot owners agree as follows:

A. Decisions concerning improvements, maintenance, repair, as well as payment for the same, require the consent of a majority of the parties responsible for payment of costs.

B. Parties responsible for payment of costs shall have a right to vote on the questions of incurring such costs on the basis of one vote for the ownership of each lot. In the event a lot is held in the name of more than one person or entity, each person or entity having an interest in a lot shall be entitled to a proportionate fraction of the one vote to which that lot is entitled. For example, if the title to a

591045

lot is held in three names, each named holder of title would be entitled to one-third (1/3) of a vote.

C. Use of the Common Area B parcel, rules governing its use and all costs associated with the common area shall be the responsibility of Lots 1 - 5 in Block 1, Lot 1 of Block 3 of the subdivision and the house on Parcel A designated "not part of this plat."

D. The property shown on the subdivision plat as "not a part of this plat" further described as Parcel A, with an address of 471431 Highway 95, Sandpoint, Idaho, shall be granted an easement to the Common Area B parcel and a right to use the same in perpetuity.

SECTION 6. MAINTENANCE

6.1 The road within the subdivision has been constructed to the standards of Bonner County, and the road and road right-of-way shall be maintained by the Bonner County, presently through its Road and Bridge Department. The Bonner County subdivision ordinance under which the subdivision was created required a stormwater management plan and, in conjunction with the U.S. Corps of Engineers, required the maintenance of certain wetland areas. The Stormwater Management Plan approved for the subdivision creates certain stormwater retention ponds and stormwater drainage easements. These ponds, easements and wetlands are detailed on Attachment A and Attachment B.

590145

6.2 Additionally, the subdivision plat creates two (2) Common Areas, A and B, and two (2) greenbelts, all as detailed on Attachment C.

6.3 The property within the subdivision consists of waterfront parcels and non-waterfront parcels. As such, each category of lots has certain rights and responsibilities relative to the maintenance and use of the easements and parcels as delineated on Attachment A, Attachment B and Attachment C.

6.4 All of the property within the subdivision shall bear the responsibility of maintenance of the stormwater drainage easements and stormwater retention ponds detailed in Attachment A and such responsibility will be exercised through the homeowners association with all lots sharing proportionally the cost of such maintenance, if any. A duly-authorized representative of the homeowners association shall have a limited right to ingress and egress over the private property of any lot as necessary to maintain such ponds and easements.

6.5 All of the owners of property within the subdivision shall bear the responsibility of maintenance of the wetlands area as detailed on Attachment B except the wetlands which front along the high water line of Frye Creek. These wetlands are the responsibility of the individual lot owners upon whose lots the wetlands are located.

6.6 All of the lots within the subdivision shall bear the responsibility of maintenance of Common Area A and the two (2) 5-foot greenbelts as detailed on

ES10MS

Attachment C, however, the Common Area B will be the sole responsibility of the non-waterfront parcels including Parcel A, also labeled "not a part of this plat" on the subdivision plat, which parcels shall have the sole and exclusive right to use Common Area B.

6.7 The owners of the lots in the subdivision shall constitute the one and only class of members in the homeowners association. The subdivision's property owners association shall have the power to levy assessments against the individual lots, for payment of association expenses, which assessments pursuant to the association's bylaws may become a lien against any lot in the event of non-payment.

IN WITNESS WHEREOF, the owner and subdivider of the real property has executed this instrument on this 17th day of October, 2001.

Kenneth Ewing Buck
Kenneth Ewing Buck, Owner

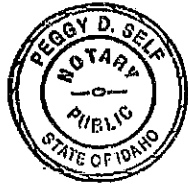
STATE OF IDAHO)
 ss
County of Bonner)

On this 17th day of October, 2001, before me the undersigned, personally appeared KENNETH EWING BUCK, known to me to be the person whose name

590145

is subscribed to the within instrument and acknowledged to me that he executed
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal the day
and year first above written.

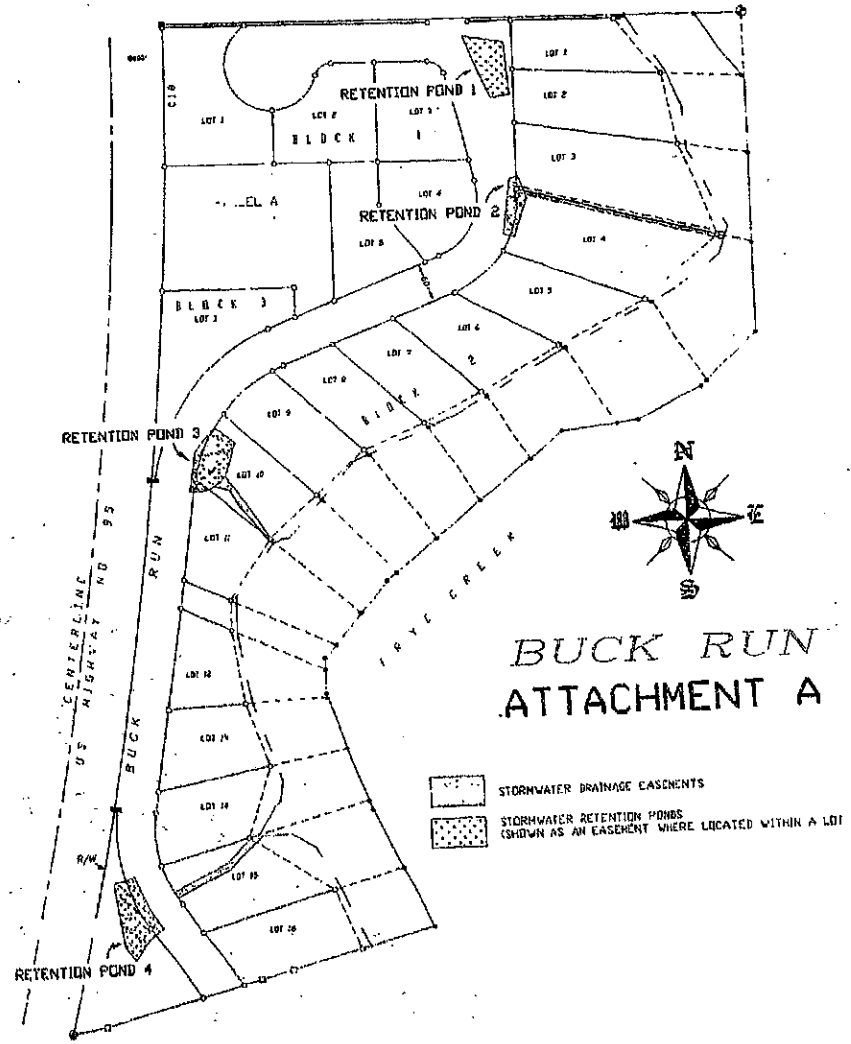


Peggy D. Self
Notary Public, State of Idaho
Residing at Kathlamet therein.
My commission expires: 08-02-05

APPROVED AS TO FORM:

Steve Smith
Steve Smith,
Attorney at Law

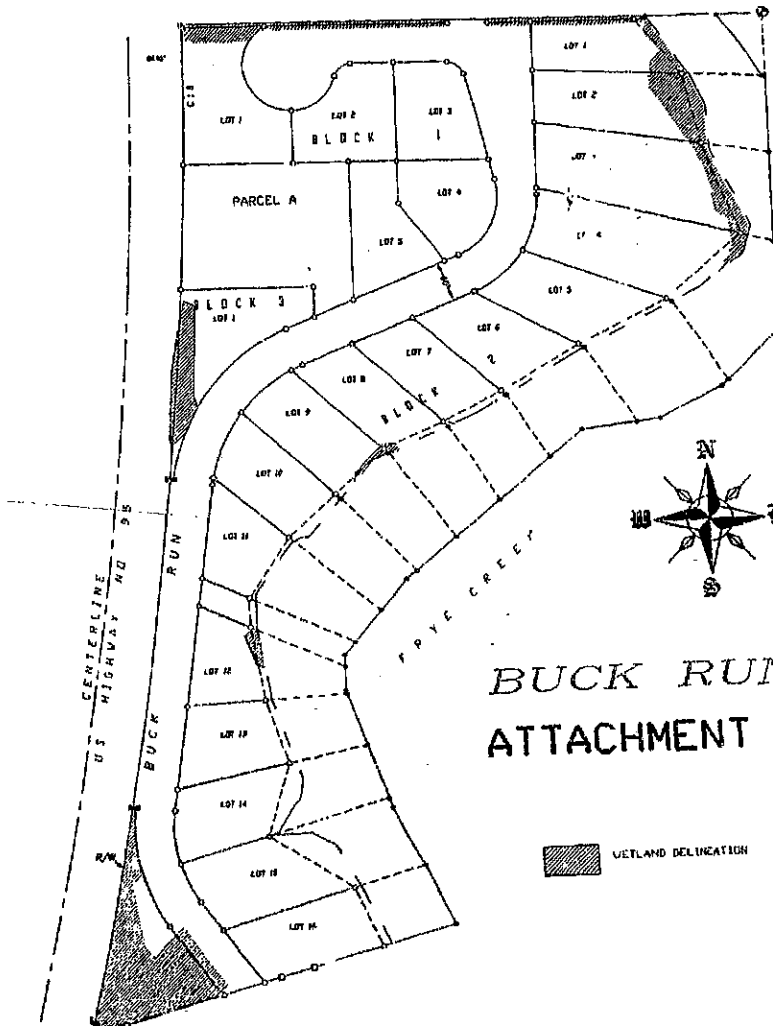
590145



BUCK RUN ATTACHMENT A

- STORMWATER DRAINAGE EASEMENTS
- STORMWATER RETENTION PONDS (SHOWN AS AN EASEMENT WHERE LOCATED WITHIN A LOT)

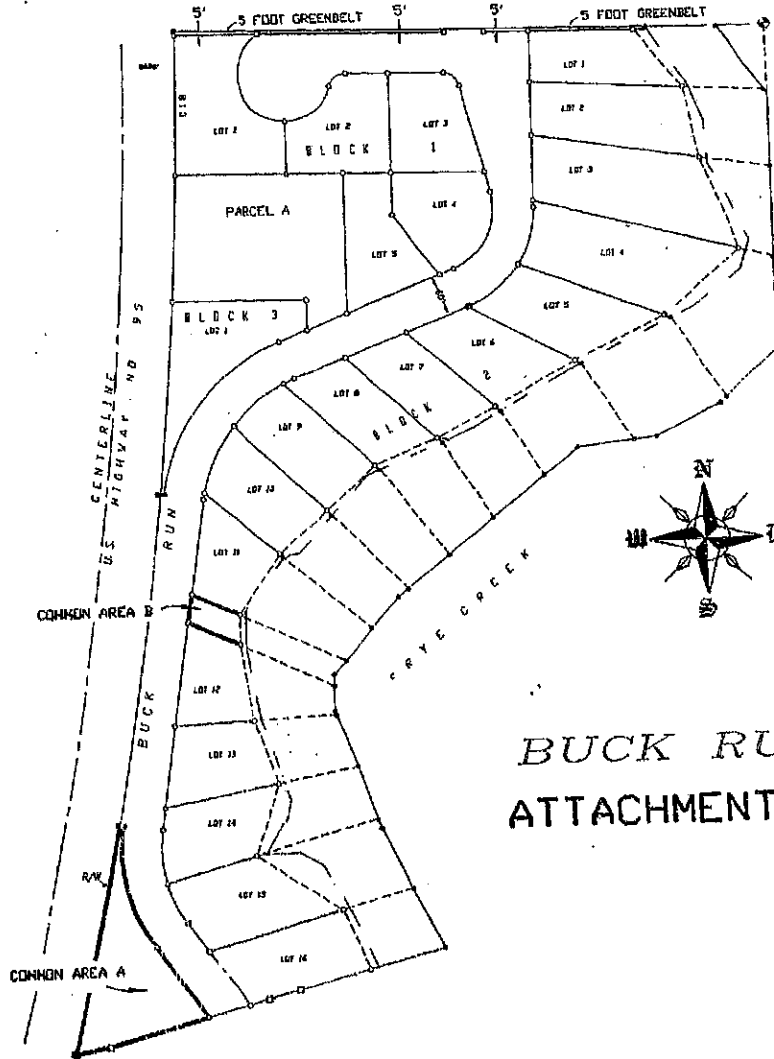
590145



BUCK RUN ATTACHMENT B

WETLAND DELINEATION

590145



**BUCK RUN
ATTACHMENT C**