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Filed and recorded at the request of PANHANDLE TITLE CO  
at 9 o'clock A.M., this JUL 10 1969 day of JULY, 1969  
By: Harold E. Peterson Deputy  
Ex-Officio Auditor-Recorder  
Kootenai County, Idaho  
Fee \$ 13.00

COMPARED

549478

BOOK 58 PAGE 117

AGREEMENT CONCERNING PROTECTIVE COVENANTS  
ROADWAYS, AND WATER SYSTEM

WE, the undersigned grantors, do hereby agree with the owners and purchasers of property in CARROLL'S CAVE BAY HOMESITES, Kootenai County, State of Idaho, which property is described as per Exhibit "A" attached hereto and by this reference made a part hereof, to join in the release of the following restrictive covenants contained in the Restrictive Covenants of Carroll's Cave Bay Homesites dated March 23, 1965, filed for record March 25, 1965, as Instrument No. 460543, records of Kootenai County, State of Idaho, as follows:

1. We agree that restrictive covenant "A" be substituted to read:  
"A. No hotels, apartments or motels shall be built on this property."
2. We agree that restrictive covenant "F" be amended to read:  
"F. Purchaser may not use this property to cause any crowding or unsanitary or objectionable conditions on this land."
3. We agree that restrictive covenant "H" be amended to read:  
"H. The access road across the property of the grantor may be used for access, construction and boat launching only. This does not allow trucks or trailers to be left or parked on any portion of the road nor beach of the grantor nor grantee. Cars must be parked so others can pass."
4. We agree that restrictive covenant "I" be deleted in full, and that thereafter the Restrictive Covenants of Carroll's Cave Bay Homesites will read as:  
A. No hotels, apartments or motels shall be built on this property.  
B. Any living abode shall be of modern and attractive construction and appearance. Running water and approved plumbing shall be installed

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by grantee. No outside toilets may be built on this land.

C. Buildings shall be built primarily for a single family but a guest cottage may be built but not be sold or leased and separated from the main dwelling.

D. Carports and garages shall be constructed to the rear of all dwellings and must be located as not to interfere with access road and turn-around.

E. Beach portion of this property shall be kept clear of unsightly buildings and/or other structures.

F. Purchaser may not use this property to cause any crowding or unsanitary or objectionable conditions on this land.

G. All structures, docks, stairs, paths or roads constructed on this land shall be maintained continuously in sound and sanitary condition and may not present a hazard to small children.

H. The access road across the property of the grantor may be used for access, construction and boat launching only. This does not allow trucks or trailers to be left or parked on any portion of the road nor beach of the grantor or grantee. Cars must be parked so others can pass.

J. NUISANCES: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the adjoining lotholders.

K. LIVESTOCK & POULTRY: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept provided they are not kept, bred or maintained for commercial purposes.

L. Concerning any new buildings erected on the property, the exterior must be finished within one year of the start of construction,

REGARDING ROADWAYS AND WATER SYSTEM:

The undersigned grantors do acknowledge at this time that they own the private roadway and water system which grantors have developed for the property incorporated in Carróll's Cave Bay Homesites, as platted and adjacent property.

The undersigned grantors and individual grantees do agree that a private corporation of a nonprofit type is to be formed in the State of Idaho by the end of the year 1968, to hold title to the roadways and water system or systems servicing this and other property of the grantor developer.

It is understood and agreed that each person purchasing a lot in Carroll's Cave Bay Homesites Subdivision, and/or other subdivision property presently held by the grantor developer, will be sold one share of stock in the nonprofit corporation, which share of stock representing ownership shall be transferable only with the lot to any subsequent purchaser. The result will be that the landowners do agree to pay the sum of Ten (\$10.00) Dollars for one share of stock in the nonprofit corporation and, therefore, the landowners collectively will at a future date, not later than July 1, 1975, be the full and complete owners of the water system and private roadway servicing Carroll's Cave Bay Homesites Addition and other properties sold by the owner-developer, Virgil K. Carroll and Lorraine E. Carroll, husband and wife, said future date of stock sale and distribution to be determined by grantors when all development lots are sold, and/or not later than July 1, 1975.

It is further agreed and understood that the owner-developer, Virgil K. Carroll and Lorraine E. Carroll, his wife, will assume the cost of forming said nonprofit Idaho corporation prior to December 31, 1968, and will place one share of stock for the benefit and future delivery of each landowner, or purchaser of a lot, in Carroll's Cave Bay Homesites and other properties of the developer. That said share of stock shall be placed in trust in escrow at the Spokane and Eastern Branch, Seattle First National Bank, and shall be delivered upon payment of the sum of Ten (\$10.00) Dollars, as herein agreed upon, to each landowner or purchaser of property hereinafter referred to, in accordance with conditions as set forth above, but not later than July 1, 1975. For those purchasers of property by contract, where said contract is not fully paid by July 1, 1975, such share of stock shall be held in the trust escrow, or upon agreement of both parties shall be placed in and with the escrow holder where the sale's contract rests.

It is further agreed that the undersigned purchasers of property in Carroll's Cave Bay Homesites, will not be charged for road maintenance or water service pending the sale and distribution of one share of stock to each in the nonprofit Idaho corporation above referred to and to which each will become a shareholder member.

DATED this 14<sup>th</sup> day of May, 1967.

Carroll's Cave Bay  
Homesite Lot Numbers:

17

18

Virgil K. Carroll  
Lorraine E. Carroll  
Grantors  
Howard A. Wilhoir  
David G. Friedman