

At 11 o'clock P.M. this 22 day of June 19 61

HAROLD E. PETERSON

By Marguerite Tomblin Deputy

Ex-Officio Auditor-Recorder
Kootenai County, Idaho

Fee \$ 1.75

513412

Return to 615 E. 12th Spokane, Wash

FIRST ADDITION

BOOK 151 PAGE 64

Protective Covenants for CARROLL'S CAVE BAY HOMESITES, Kootenai County, Idaho:

We, VIRGIL CARROLL and LORRAINE E. CARROLL, husband and wife, do hereby certify that we are the owners of the property as described below, and we herewith file as protective covenants to be in effect for First Addition to Carroll's Cave Bay Homesites platted area described as follows:

A parcel of land in Kootenai County, Idaho, located in Government Lot 5, Section 29, Township 48 North, Range 4 West of Boise Meridian, more particularly described as follows:

Beginning at the North Meander Corner of said Government Lot 5; thence S 06°52'W, 151.08 feet; thence S 00°25'W, 176.13 feet to the TRUE PLACE OF BEGINNING.

Thence S 23°40'E, 310.0 feet; thence S 19°35'W, 244.14 feet; thence S 57°01'E, 249.54 feet; thence S 49°43' W, 195 feet; thence S 37°31' W, 195.0 feet to a point which lies N 15°44'E, 303.49 feet from the South Meander Corner of said Government Lot 5; thence N 58°09' W, 106.97 feet; thence N 36°01' E, 75.60 feet; thence N 39°55' E, 87.68 feet; thence N 46°14' E, 53.34 feet; thence N 44°50' E, 76.47 feet; thence N 60°31' E, 67.25 feet; thence N 47°39' E, 69.52 feet; thence N 68°21' E, 72.32 feet; thence N 58°09' E, 65.01 feet; thence N 53°02' E, 65.14 feet; thence N 61°12' E, 54.51 feet; thence N 27°18' E, 160.71 feet; thence N 14°21' W, 50.68 feet; thence N 25°29' W, 50.04 feet; thence N 25°58' W, 62.65 feet; thence N 25°44'W, 65.43 feet; thence N 06°15' W, 93.41 feet; thence N 83°03' E, 31.30 feet to the TRUE PLACE OF BEGINNING.

1. No commercial building shall be constructed on Lots One (1) through Lot Eight (8) in said platted area.
2. Any living abode shall be modern and attractive construction and appearance. No outside toilets may be built on this land.
3. Where dwelling units are constructed on said platted lots they shall be single dwelling units only. No guest cabins or guest houses shall be permitted.
4. Beach portion of this property shall be kept clear of unsightly buildings.
5. All structures, docks, stairs, paths or roads constructed on this land shall be maintained continuously in good and repair.

- 6. Use of the access road to this property is subject to easement of record.
- 7. 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.
- 8. 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.
- 9. Concerning any new buildings erected on the property, the exterior must be finished within one year of the start of construction.
- 10. No structure, fence, or building shall be constructed closer than 30' from the Northwest line as pertains to Lots One (1) through Ten (10) of said platted lots in the First Addition to Carroll's Cave Bay Homesites, Kootenai County, Idaho.

DATED this 22nd day of May, 1967.

Virgil Carroll
Virgil Carroll

Lorraine E. Carroll
Lorraine E. Carroll

STATE OF IDAHO)
) ss.
County of Kootenai)

On this 22nd day of May, 1967, before me the undersigned Notary Public, personally appeared VIRGIL CARROLL and LORRAINE E. CARROLL, husband and wife, known to me to be the persons whose names are subscribed to the foregoing Protective Covenants, and acknowledged to me that they executed the same.

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

PROTECTIVE AND RESTRICTIVE COVENANTS upon CARROLL'S CAVE BAY HOMESITES, Kootenai County State of Idaho, dated March 23, 1965 and recorded March 25, 1965 as Instrument Number 460543 in Book 45 in Miscellaneous of page 287 as follows:

- A. No commercial building or dock shall be constructed on this property. This includes rental cabins, hotels, apartments or motels.
- B. Any living abode shall be of modern and attractive construction and appearance. Running water and approved plumbing shall be installed by grantee. No outside toilets may be built on said 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, garages or farm buildings shall be constructed on the west end of this property 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 unrightly buildings and/or other structures.
- F. Purchaser may not sell or lease any portion of this land to reduce the size of land hereby deeded, or to increase the residen population or cause growing or unsanitary or objectionable conditions on said 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. Use of access road to this property is subject to easement of record and payment of maintenance fee to grantor or his assigns not to exceed \$50.00 per year unless unusual circumstances occur, or increased amount is agreed upon. The access road across the property of the grantor may be used for emergency construction and boat launching only. This does not allow cars, trucks or trailers to be left or parked on any portion of the road nor beach of the grantor nor grantee.
- I. Violation of any of these compacts shall be sufficient cause for forfeiture of title to grantor if such violation is not rectified within 90 days of written notice of such violation by the grantor or assigns.
- J. 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 and/or the general neighborhood.
- K. 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. Any new buildings erected the exterior must be finished within one year.