

RECEPTION ☒ INDEXED ☒
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205853

Instrument # 205853
CLEARWATER COUNTY, OROFINO, IDAHO
2007-05-31 02:45:00 No. of Pages: 10
Recorded for: CCLTC
ROBIN CHRISTENSEN
Ex-Officio Recorder Deputy Fee: 30.00
Return to: *[Signature]*

PROTECTIVE COVENANTS TIE CREEK

KNOW ALL MEN BY THESE PRESENTS:

Whereas, the undersigned, Potlatch Forest Products Corporation (the grantor) is the owner of all of a certain parcel of real property situated in Clearwater County, Idaho, and described as follows, to-wit:

A parcel of land located in Sections 17 and 20, Township 37 North, Range 2 East, Boise Meridian, as more particularly described in the attached Exhibit A-1.

Whereas, the undersigned divided said property into building sites, as more particularly shown on the Record of Survey recorded May 12, 2007 as Instrument No, 205701, records of Clearwater County, Idaho, hereinafter referred to and mentioned as "parcels" and desire as part of a general building plan for the benefit and protection of the owners of the parcels within said area, to provide for certain use restrictions which shall govern and control the use and enjoyment of the parcels within said described property.

Now, therefore, the undersigned does hereby certify and declare that all or any portion of the above described parcels shall, upon conveyance thereof by the undersigned, be owned, held, and enjoyed by the respective grantees thereof, their heirs, successors and assigns, subject to the following restrictions:

1. Land Use and Building Type. Parcel use is restricted to residential purposes. Growing and harvesting of forest products upon each parcel will be allowed. Farm animals shall be restricted to no more than three horses per parcel. The residential structure erected upon any of the parcels is restricted to one (1) single-family dwelling, not to exceed thirty-five (35) feet in height, measured from ground level to roof peak on the uphill side of the residence, with an attached, enclosed garage, adequate to park a minimum of two cars. All structures will comply with zoning, and construction shall conform to Clearwater County regulations and to the specifications of the most recent State of Idaho electrical codes, and the building codes and energy efficiency standards in force at the commencement of construction. No manufactured homes or trailer homes will be permitted.

2. Outbuildings. Outbuildings will be restricted to no more than two outbuildings per parcel, with a maximum of 1200 square feet per building. All outbuildings will be constructed to closely match the color of the residence. Metal siding and roofing will be permitted, but it must be painted steel and closely match the color of the residence. Excepted from this requirement is a well house of a maximum 100 square feet. Also excepted is a maximum 600 square feet covered attachment for trailer and recreational vehicle storage, as required by paragraph 10 below, provided it is attached to one of the two outbuildings provided in this paragraph.

3. Fencing. No fence higher than 8' will be erected on the parcels.

4. Dwelling Size. For a single-story dwelling (with or without basement), exclusive of open porches and garages, the ground floor shall be not less than 1,800 square feet. For a split-level home, the combined area of the top and next to the top level, exclusive of open porches and garages, shall be not less than 2,000 square feet. For a two-story home, exclusive of open porches and garages, the combined area of the top two levels shall be not less than 2,000 square feet. All dwellings shall have, at a minimum, an attached, enclosed two-car garage.

5. Building Location. No building shall be located on any parcel line or nearer to the street line than the minimum building setback lines. For the purposes of this covenant, said distances are to be measured from the foundation. Minimum setbacks are 60 feet from the center line of the frontage road. All side and rear parcel lines are a minimum 10 feet to any building.

No residential buildings shall be located such that access is from Road-2, Road-3, or Road 7-C, as shown on said Record of Survey.

6. Parcel Area. No parcel may be subdivided.

7. Utilities easements. Easements for installation and maintenance of utilities have been granted to the appropriate utilities.

8. Nuisances. No noxious or offensive activity shall be carried on upon any parcel, nor shall anything be done thereon which may be or may become a nuisance to the neighborhood. Noxious activities include but are not limited to discharge of firearms,

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fireworks displays, etc. No hunting. No radio towers shall be permitted. Satellite dishes are permitted. Inoperable vehicles must be kept inside garages or enclosed outbuildings.

9. Temporary Structure. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or any other outbuilding shall be used on any parcel at any time as a residence – either temporarily or permanently. It is permitted to live in a R.V. on the site while the house is being constructed, for a maximum of 12 months.

10. Trailer and Recreational Vehicle Storage. All travel trailer, motor home, boat, or camper shall be parked / stored in an enclosed building.

11. Landscaping / Fire Protection. Every parcel owner or his successors and assigns shall landscape in a manner that provides fire protection, weed control, and dust control. Fire control measures include but are not limited to: Roof coverings shall be either concrete tile or painted metal. Composition or wood shakes are not allowed. House numbers, at least 4 inches tall, shall be installed at the entrance of the driveway. Non-flammable materials and posts shall be used. Driveways shall be a minimum of 14 feet wide and have a minimum of 14 feet overhead clearance. An all weather surfaced (gravel, cement, asphalt, etc.) turn around area shall be constructed and maintained by the parcel owner near the house, with a minimum 25 feet radius. Driveway gates must be at least 12 feet wide and set back at least 30 feet from the road. If locked, a key box approved by the local fire department shall be installed or a chain loop with a lock that can be cut in an emergency shall be used. Tree branches shall not overhang the house and must be kept a minimum of 20 feet from all chimneys. A green lawn of a minimum of 30 feet from the perimeter of the house shall be maintained and kept free of burnable material, including conifer shrubs and trees. Beyond this 30 foot radius, for a distance of 100 feet from the perimeter of the house, conifer trees, taller than 40 feet, shall be pruned to a minimum 14 feet height. Propane tanks shall be installed inside the 30 feet defensible space but at least 10 feet from the house and have non-flammable ground cover, such as gravel, around them for 10 feet.

12. Garbage and Refuse Disposal. No rubbish, trash, garbage, or other waste shall be dumped on any parcel. All such waste shall be kept in clean, sanitary containers.
13. Outdoor Burning. All outdoor burning will be in compliance of state and local rules and regulations. Acquisition of necessary permits is the responsibility of each individual.
14. Livestock and Poultry. Livestock, exotic animals, or poultry of any kind shall not be raised, bred or kept on any parcel. Excepted from this restriction are a maximum of three (3) horses per 20 acre parcel and no more than a total of two dogs, cats, or other household pets. Horses and household pets can not be bred or maintained for any commercial purposes, shall not be allowed to roam free and barking dogs will be controlled. In the event that an owner keeps horses upon their parcel, a barn will be erected that provides for individual covered stalls for each horse.
15. Kindergartens and Schools. No parcel or building thereon shall be used as a school, kindergarten, or child daycare center.
16. Completion. Exterior construction of each residence shall be completed within 12 months of construction start. Exterior construction includes paint and trim.
17. Roads. Maintenance and improvement of access roads not under the control of the County will be covered by separate road maintenance agrees applicable to the parcels affected.
18. General Provision. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by 75% of the then owners of the parcels have been recorded, agreeing to change said covenants in whole or part.
19. Enforcement. All disputes arising out of these Protective Covenants shall be submitted to binding arbitration before a single arbitrator appointed by the parties, if they agree, and if not, to be appointed by a judge of the District Court of the Second Judicial District of the State of Idaho, in and for the County of Clearwater. The

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prevailing party shall be entitled to recover its costs, reasonable attorney's fees, its share of the arbitrator's fees and expenses and reasonable expert witness fees as determined by the arbitrator. Any arbitration hearing shall be held in Orofino, Idaho. The proceedings shall be conducted in accordance with the Uniform Arbitration Act as adopted by the State of Idaho. The arbitrator, in making the award, shall be limited to accepting the position of one party, or group of parties and may not issue any award which is a compromise or settlement between the positions of the parties. The decision of the arbitrator shall be binding, final and conclusive on the parties to these Protective Covenants. The award shall be in writing and shall be issued within thirty (30) days of the conclusion of the hearing. The arbitrator may award pre-award interest but may not award punitive, incidental or consequential damages.

20. Severability. Invalidation of any one of these covenants by judgment of court order shall be in no way effective on any of the other provisions which shall remain in full force and effect.

POTLATCH FOREST
PRODUCTS CORPORATION

By 
William DeReu, Vice President

Attest:

By 
John C. Currin, Assistant Secretary

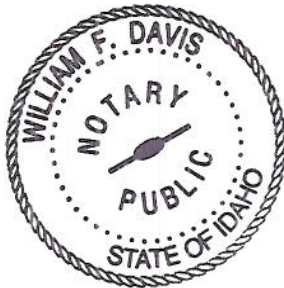
STATE OF IDAHO)

) ss.

COUNTY OF NEZ PERCE)

On this 30th day of May, 2007, before me, a Notary Public in and for said county and state, personally appeared WILLIAM DeREU and JOHN C. CURRIN, known to me to be the Vice President and Assistant Secretary, respectively, of Potlatch Forest Products Corporation, the corporation that executed the same instrument and acknowledged to me that he executed the same for and on behalf of said corporation.

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



William F. Davis

NOTARY PUBLIC for Idaho

Residing at Lewiston therein

My Commission expires: 11/12/2008

EXHIBIT A-1

A parcel of land situate in Sections 17 and Section 20, Township 37 North, Range 2 East, Boise Meridian, Clearwater County, State of Idaho, as shown on the Record of Survey, recorded May 12, 2007 as Instrument No. 205701, records of Clearwater County, Idaho, and as more particularly described as follows:

Commencing at a found 1 ½" iron pipe marking the East ¼ corner of said Section 17, said point being the **True Point of Beginning**;

thence, along the East boundary line of said Section 17, South 00°25'01" West a distance of 2,643.87 feet to a found 1 ½" iron pipe marking the Northeast corner of said Section 20;

thence, along the East boundary line of said Section 20, South 00°04'32" West a distance of 1,331.08 feet to a set 5/8" diameter by 30" long rebar with a 2 ½" diameter aluminum cap monument marking the North 1/16 corner common to said Section 20 and Section 21;

thence, leaving said East boundary line, North 89°45'02" West a distance of 2,662.74 feet to a set 5/8" diameter by 30" long rebar with a 2 ½" diameter aluminum cap monument marking the Center North 1/16 corner of said Section 20;

thence, South 00°04'49" West a distance of 1,325.51 feet to a set 5/8" diameter by 30" long rebar with a 2 ½" diameter aluminum cap monument marking the Center ¼ corner of said Section 20;

thence, North 89°37'51" West a distance of 137.45 feet to a set 5/8" diameter by 30" long rebar with a 2 ½" diameter aluminum cap monument located the East boundary line of the Nez Perce Indian Reservation;

thence, along said East boundary line, North 31°20'03" West a distance of 146.56 feet to a set 5/8" diameter by 30" long rebar with a 1 ½" diameter aluminum cap monument;

thence, leaving said East boundary line, South 89°36'14" West a distance of 158.85 feet to a point;

thence, continuing, South 89°36'14" West distance of 1,319.73 feet to a set 5/8" diameter by 30" long rebar with a 1 ½" diameter aluminum cap monument marking the Center West 1/16 corner of said Section 20;

thence, North 00°16'02" West a distance of 1,317.57 feet to a set 5/8" diameter by 30" long rebar with a 1 ½" diameter aluminum cap monument marking the Northwest 1/16 corner of said Section 20;

thence, North 02°11'27" West a distance of 1,207.99 feet to a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap located on said East boundary line of the Nez Perce Indian Reservation;

thence, along said East boundary line, North 31°20'03" West a distance of 28.00 feet to a found 1 ½" iron pipe marking the closing corner from the East for said Sections 17 and 20;

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thence, continuing along said East boundary line, North 31°00'00" West a distance of 95.70 feet to a set 5/8" diameter by 30" long rebar with a 1 1/2" diameter aluminum cap monument marking the closing corner from the West for said Sections 17 and 20;

thence, continuing along said East boundary line, North 31°16'07" West a distance of 802.00 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, leaving said East boundary line, around a 555.10 foot radius curve to the left through a central angle of 01°39'21" an arc distance of 16.04 feet, said curve having a chord bearing and length of North 79°37'42" East 16.04 feet, to a point;

thence, North 78°48'49" East a distance of 87.97 feet to a point;

thence, around a 246.79 foot radius curve to the left through a central angle of 08°12'19" an arc distance of 35.34 feet, said curve having a chord bearing and length of North 74°42'39" East 35.31 feet, to a point;

thence, around a 2144.89 foot radius curve to the right through a central angle of 02°57'28" an arc distance of 110.73 feet, said curve having a chord bearing and length of North 72°05'14" East 110.72 feet, to a point;

thence, North 73°33'58" East a distance of 55.39 feet to a point;

thence, around a 223.61 foot radius curve to the left through a central angle of 11°35'16" an arc distance of 45.22 feet, said curve having a chord bearing and length of North 67°46'21" East 45.15 feet, to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, South 53°46'33" East a distance of 203.93 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, North 80°06'40" East a distance of 472.13 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, South 77°43'39" East a distance of 552.33 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, North 59°54'21" East a distance of 92.14 feet to a point;

thence, North 80°54'00" East a distance of 99.24 feet to a point;

thence, North 22°50'28" East a distance of 95.78 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, North 25°46'20" West a distance of 50.18 feet to a point;

thence, around a 221.71 foot radius curve to the left through a central angle of 37°52'48" an arc distance of 146.58 feet, said curve having a chord bearing and length of North 44°42'44" West 143.92 feet, to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, North 26°35'06" East a distance of 30.00 feet to a point;

thence, North 09°45'55" East a distance of 211.47 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

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thence, North 27°46'19" West a distance of 212.98 feet to a point;

thence, North 39°45'38" West a distance of 131.71 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, North 72°12'34" West a distance of 198.57 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, North 33°12'30" West a distance of 378.44 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap located on the Southwesterly right-of-way line of Canyon Creek Road;

thence, along said right-of-way line, around a 120.36 foot radius curve to the left through a central angle of 08°06'34" an arc distance of 17.04 feet, said curve having a chord bearing and length of North 57°17'44" East 17.02 feet, to a point;

thence, North 53°14'27" East a distance of 43.53 feet to a point;

thence, around a 20.00 foot radius curve to the right through a central angle of 101°24'51" an arc distance of 35.40 feet, said curve having a chord bearing and length of South 76°03'08" East 30.96 feet, to a point;

thence, South 25°20'43" East a distance of 30.34 feet to a point;

thence, around a 75.00 foot radius curve to the left through a central angle of 123°15'16" an arc distance of 161.34 feet, said curve having a chord bearing and length of South 86°58'21" East 131.98 feet, to a point;

thence, North 31°24'02" East a distance of 0.64 feet to a point;

thence, around a 186.73 foot radius curve to the left through a central angle of 62°47'13" an arc distance of 204.63 feet, said curve having a chord bearing and length of North 00°00'25" East 194.54 feet, to a point;

thence, North 31°23'12" West a distance of 96.56 feet to a point;

thence, around a 70.00 foot radius curve to the right through a central angle of 27°12'04" an arc distance of 33.23 feet, said curve having a chord bearing and length of North 17°47'10" West 32.92 feet, to a point;

thence, North 04°11'08" West a distance of 16.86 feet to a point;

thence, around a 105.00 foot radius curve to the left through a central angle of 41°59'00" an arc distance of 76.94 feet, said curve having a chord bearing and length of North 25°10'38" West 75.23 feet, to a point;

thence, North 46°10'08" West a distance of 67.92 feet to a point;

thence, around a 70.00 foot radius curve to the right through a central angle of 34°44'16" an arc distance of 42.44 feet, said curve having a chord bearing and length of North 28°48'00" West 41.79 feet, to a point;

thence, North 11°25'52" West a distance of 65.52 feet to a point;

thence, around a 180.00 foot radius curve to the left through a central angle of 30°34'27" an arc distance of 96.05 feet, said curve having a chord bearing and length of

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North 26°43'05" West 94.92 feet, to a point;

thence, North 42°00'19" West a distance of 77.90 feet to a point;

thence, around a 120.00 foot radius curve to the right through a central angle of 31°26'09" an arc distance of 65.84 feet, said curve having a chord bearing and length of North 26°17'14" West 65.02 feet, to a point;

thence, North 10°34'10" West a distance of 35.21 feet to a point;

thence, around a 130.00 foot radius curve to the left through a central angle of 01°38'41" an arc distance of 3.73 feet, said curve having a chord bearing and length of North 11°23'31" West 3.73 feet, to a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap located at the intersection of said right-of-way line and the East-West center section line of said Section 17;

thence, leaving said right-of-way line, along said East-West center section line, South 89°10'29" East a distance of 1,260.97 feet to a set 5/8" diameter by 30" long rebar with a 2 1/2" diameter aluminum cap monument marking the Center 1/4 corner of said Section 17;

thence, continuing, South 89°10'29" East distance of 333.09 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, North 00°22'23" East a distance of 1,310.68 feet to a found 5/8" diameter rebar with a PLS 9165 plastic cap;

thence, South 89°33'34" East a distance of 999.28 feet to a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap;

thence, North 00°22'28" East a distance of 658.69 feet to a set 5/8" diameter by 30" long rebar with a PLS 9165 plastic cap;

thence, South 89°45'06" East a distance of 1,332.40 feet to a 3" diameter aluminum cap COE monument marked 1/64 located on the East boundary line of said Section 17;

thence, along said East boundary line, South 00°22'36" West a distance of 1989.51 feet to a found 1 1/2" iron pipe marking the East 1/4 corner of said Section 17, said point being the **True Point of Beginning**.