

359589

RESOLUTION

BOOK 35 PAGE 17

WHEREAS:

The Directors of the Kidd Island Bay Development Corporation have caused a plat to be recorded at Book D of Plats, Page 127, in the Office of the County Recorder, Kootenai County, Idaho, which plat is designated as KIDD ISLAND BAY LOTS; and

WHEREAS:

The corporation, in developing the lands shown on said plat, together with other lands in sections 34 and 35, Twp 50 N, R 4, W.B.M., is desirous of establishing restrictions and covenant which will run with the land sold by the corporation, and which will tend to increase the enjoyment of said lands by future purchasers, and to protect them in the future use of their lands;

NOW THEREFORE BE IT RESOLVED:

That each and every lot sold by the corporation for residential purposes in any area now platted or hereafter platted in sections 34 and 35, Twp 50 N, R 4, W.B.M. shall be sold subject to the following terms, covenants, conditions, restrictions and charges, which said terms, covenants, conditions, restrictions and charges shall run with the land and be binding upon the heirs, successors, administrators and assigns of every grantee of the corporation, and which shall be in form as follows, to-wit:

1. No merchantable timber shall be removed from said lots except for the purpose of clearing a building site, and all such timber removed shall be promptly disposed of, and persons in possession of said lots shall at all times take precautions against fire hazards accruing on said lots, by disposing of and cleaning out all dead timber and debris from said lots at regular intervals.

2. No sale, transfer, or assignment of said lot shall be consummated without giving at least thirty days written notice to the vendor herein and the owners of the two lots adjoining said lots on the sides of the terms thereof, and any of them shall have the right to buy said lot on said terms by notifying the proposed transferor of their intention to do so within said thirty day period. Gifts, bequests or devises to members of transferors immediate family shall not be affected by this clause. If the proposed gift, transfer or bequest be to any other than the transferor's immediate family, any of the persons before named shall have the same notice provided for above, and shall thereafter have thirty days in which to serve notice on the transferor or his representative, of his intention to transfer and if the price cannot be agreed upon, the parties shall then each select an appraiser, the two of whom shall select a third, all of whom shall be licensed real estate brokers in the State of Idaho, and their decision as to price shall be binding upon all parties, each party bearing one half the expense of said appraisals.

3. No building or structure except that of a dwelling house and normal appurtenances thereto shall be erected on said lot; and not more than one residence shall be erected or constructed upon any lot shown upon the plat hereinbefore described without the prior written consent of the vendor.

4. All lavatories and toilets shall be built indoors and connected with an outside septic tank or cesspool in compliance with county health requirements, until such time as a sewer system may be provided, and in the event a sewer system is so provided, the purchaser or his successors or assigns shall connect said premises therewith within one year after such facilities become available, at their own expense.

5. Any residence or other improvement constructed on said lot shall be constructed, finished and maintained in a neat and attractive condition with outside walls covered with a neat appearing standard outside building material.

6. No residence or other structure shall be erected so that any part thereof extends closer than five feet from the boundary line of said lot, nor closer than twenty feet from the front boundary line of said lot; and all structures shall conform as nearly as possible to the existing building line.

7. No dwelling of less than five hundred square feet of ground floor space shall be constructed upon said premises.

8. No animal excepting domestic dogs and cats shall be maintained upon any portion of said lot, and no fence, wall or hedge higher than forty-two inches on the side boundary lines within forty feet of the front boundary line shall be erected or maintained.

9. Any owner of said lot, or person lawfully in possession thereof, shall have the perpetual right to the use of all beach facilities, beach area, trail area, and road area designated upon the plat heretofore mentioned, it being understood and agreed that each lot owner similarly situated and such other persons as the vendor may from time to time designate shall have equal rights and privileges, providing that no person may use any of said facilities in a manner injurious to the use, occupation, and enjoyment of any other person, and provided further that the vendor may from time to time make rules and regulations governing the reasonable use of said facilities.

10. The vendor reserves the right to require formal approval by it of all plans for the construction of any building to be hereinafter erected upon said lot, provided that approval of any such plans shall not be unreasonably withheld.

AND BE IT FURTHER RESOLVED:

That the Kidd Island Bay Development Corporation, joins with Vera L. Millheiser in specifying and declaring that the foregoing restrictions shall constitute covenants to run with all of the land now or hereafter platted as residence lots within the before-described area, as provided by law, and shall be binding on all parties and persons claiming under them, and for the benefit and limitation of and upon all future owners of said lands, providing that nothing herein contained shall limit the right of the grantors to use such portions of the land not sold for residential purposes as it or they may see fit, subject to the provisions of paragraph 9 above.

Dated this 25th Day of March, 1959.

KIDD ISLAND BAY DEVELOPMENT CORPORATION

by Arthur J. Fall President
J. Ray Cox Jr. Secretary

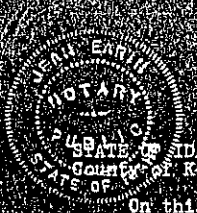
Vera L. Millheiser
 Vera L. Millheiser

STATE OF IDAHO) ss
 County of Kootenai)

On this 5th day of June, 1959, before me, a Notary Public, personally appeared ARTHUR J. FALL and J. RAY COX JR., known to me to be the president and secretary of the corporation that executed the foregoing instrument, and the persons who executed the instrument on behalf of the corporation, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and official

deal the day and year first above written.



Dean Egan

Notary Public in and for the State of Idaho,
residing at Coeur d'Alene. My comm. exp.
1-1-62

STATE OF IDAHO) ss
County of Kootenai)

On this 5th day of June, 1959, before me, a Notary public,
personally appeared VERA L. MILLHEISLER, known by me to be the
person whose name is subscribed to the foregoing instrument, and
acknowledged to me that she executed the same.

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

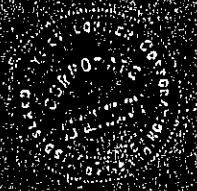


James T. Lundberg

Notary Public in and for the State of Idaho,
residing at Coeur d'Alene; My comm. exp.
Aug. 3, 1961

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Filed and recorded at the request of J. Ray Cox
at 1:50 o'clock P.M., this 7th day of AUG, 1959, in
E. W. LARSON
Ex-Officio Auditor-Recorder
Kootenai County, Idaho
By Carol Ann Deputy
Fee \$ 3.00
Return to _____



Doc No. _____ Loan No. _____
Assignment of Rents

to
Provident Life Insurance Company
Branch, North Dakota

Office of Recorder
State of Idaho
County of Kootenai

I hereby certify that the within as-
signment of rents was filed in this office
for record on the 7th day of AUGUST, 1959, at 1:35
o'clock P.M. and was duly recorded
in Book _____ of
at Page _____ of records of said
County.

E. W. LARSON
County Recorder

By Carol Ann
Deputy
Provident Life Insurance Company
Branch, North Dakota
JUL 9/59