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**ROAD MAINTENANCE AGREEMENT AND
DECLARATION OF RESTRICTIVE COVENANTS**

WHEREAS, on December 4, 2017, a Record of Survey was completed and recorded in Kootenai County in Book 30 at page 81 under instrument number 2623025000 for the purpose of lawfully splitting lands into four parcels located within the boundaries of Government Lots 4 and 5 in Section 20 of Township 50 North, Range 5 West of the Boise Meridian in Kootenai County, Idaho; and

WHEREAS, on February 06, 2020, Dirk Anderson, under instrument number 2735383000, recorded in Kootenai County a quitclaim deed for the boundary line adjustment of the northern parcel, and

WHEREAS, on February 11, 2020 a second Record of Survey was completed and recorded in Kootenai County in Book 31 at Page 264 under instrument number 2736150000 showing that boundary adjustments; and

WHEREAS, Dirk Anderson, the owner of that northernmost parcel intends to convey easement rights across that northernmost parcel which legal description commences at the northwest corner of Government Lot 4 in section 20 as that parcel is fully described on **Exhibit A** hereto ("Property"), and as shown on the official Plat of Therese of Lisieux as recorded in Book L at Page 518 of plats under instrument number 2787366000; and

WHEREAS, Dirk Anderson desires to create perpetual maintenance provisions for a private roadway to be constructed in said easements; and

NOW, THEREFORE, IT IS HEREBY DECLARED that this document is designed to subject the owners of lots within the Plat of Therese of Lisieux to the road maintenance and improvement covenants detailed in this instrument. The lot owners in the Plat of Therese' of Lisieux, and the declarant have exchanged and acknowledged as received lawful consideration sufficient to support this Agreement. All property within the Plat of Therese' of Lisieux shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved

subject to the following mutual responsibilities and covenants, all of which are declared and agreed to be established for the purpose of enhancing and protecting the value and desirability of the several properties. This document and its mutual covenants, rights, responsibilities, and liabilities shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the Property until expressly altered or terminated by a later instrument duly executed and recorded in Kootenai County pursuant to the requirements herein.

1. On the Property, there is a private roadway entitled Carmel Way. Until such time as that roadway is accepted for public maintenance, it shall be maintained by the property owners themselves as a private road, subject to health and safety regulations as may be promulgated by lawful authority. One of two known health and safety regulations promulgated by Kootenai County Fire and Rescue state the access roadway will be maintained with an all-weather driving surface year-round. Maintenance to meet this requirement may include blading, plowing, and/or rocking. The second regulation is that each residential address must be posted at the start of the access roadway for each residence on the roadway at the point it leaves the county road and at any point an individual residential driveway leaves the private roadway. Residential home address numbers shall be a minimum of four inches tall with a half-inch stroke and be contrasting in color for visibility.

2. The several property owners, or if any parcel be subdivided all property owners holding title to any part of the Property identified in this instrument that are thus authorized to use the private roadway known as Carmel Way shall maintain, improve, and utilize that roadway in conformance with such rules, regulations, and financial charges as said owners shall from time to time determine by majority vote. The financial costs required to maintain the roadway in its present condition, to maintain the roadway's travel surface year-round by removing debris, snow, and other impediments as necessary, and to perform other work shall be borne equally by all owners authorized to use Carmel Way.

3. The parties agree there shall be no storage of construction materials, vehicles, or personal property of any sort upon the travel way of Carmel Way or its easement area as identified on the Plat of Therese of Lisieux. Operable vehicles or towable trailers may be parked on Carmel Way or its easement area for no longer than ten (10) consecutive calendar days.

4. During the month of October of each year, property owners authorized to use

Carmel Way shall convene at a time and place of their choosing to consider bids for annual road maintenance procured by an owner or owners during the immediately preceding September. At least two weeks in advance of that October meeting, property owners authorized to use Carmel Way shall be notified by U.S. mail, email, or personal notification of the time and place of that October meeting. At the October meeting, personal attendance by two or more property owners authorized to use Carmel Way shall be sufficient to bind all property owners, whether in attendance or not, to the financial obligations created by acceptance of the final bid for road maintenance decided upon at that October meeting. In addition to a decision upon the final bid for annual road maintenance, the attendees at the October meeting shall decide which property owner shall procure bids during the subsequent September and provide notice for the location and time of the next annual October meeting. Meeting minutes shall be taken by an attendee designated at the October meeting that show the names of attendees, the start and stop times for the meeting, and the decisions made at that meeting.

5. Within three (3) calendar days after the annual October meeting, the property owner responsible for giving notice of that meeting shall again provide notice and a copy of the meeting minutes to the other property owners of the decisions and a copy of the bid decided upon at the meeting. Within ten (10) calendar days after receiving notice of said decisions and bid, all property owners authorized to use Carmel Way shall pay to the property owner responsible for giving notice of that annual meeting their equal percentage share of the financial cost of that bid. The equal percentage share to be paid shall be determined by dividing the total accepted bid amount by the total number of property owners authorized to use Carmel Way at the time of that year's October meeting. Within five (5) business days, the property owner receiving bid funds shall pay the contractor the full amount of the bid, so that a binding contract with that contractor is formed on behalf of all the property owners.

6. Any property owner not timely paying their equal share pursuant to the terms of the previous paragraph shall become reliant upon and indebted to another property owner or owners to pay their share as such share is paid, so that the bid is fully and timely paid and the road is maintained. Any property owner or owners timely paying the unpaid share of a delinquent owner shall have a cause of action for monies owed on account under Idaho law. Further, any property owner not timely paying their equal share pursuant to the terms of the previous paragraph shall lose their right to vote on a bid in the subsequent year's October

meeting, even though they will remain financially bound and made liable for payment by the votes of the other property owners at that subsequent yearly meeting.

7. No lot shall be used except for residential purposes, and no permanent residence shall contain less than 2,500 square feet of living space. Once construction has commenced, the complete exterior thereof shall be finished in no less than six (6) months.

8. No modular or manufactured homes shall be permitted. Temporary and mobile home dwelling structures shall be permitted only during the period of construction and shall thereafter be removed. No vinyl, aluminum, steel, or synthetic siding of any kind shall be permitted on any building. No materials other than natural or cultured stone, brick, or wood shall be used as exterior components of any residence, and roofing shall be asphalt shingling, metal, wood or stone. One secondary dwelling is allowed on each lot, which must be at least one-half the square footage of the primary residence. No more than four outbuildings not used for dwellings are allowed on a single lot.

9. All buildings will be constructed in accordance with applicable government codes and regulations and will be maintained at all times in a good and reasonable condition of repair.

10. No inoperable vehicle, nor a vehicle in a state of less than complete assembly, nor any vehicle parts of any kind or nature will be permitted to remain on the property for a period of in excess of sixty (60) days, unless they are enclosed within a garage or other suitable structure .

11. All water supply systems and sewage disposal systems shall be located, constructed, and equipped in accordance with the requirements, standard, and recommendations of the governmental authority having jurisdiction thereof.

12. No property shall be used or maintained as a dumping ground for rubbish, garbage, or trash, and all garbage or other waste materials shall be kept in sanitary containers that shall be maintained in a neat and orderly condition. No noxious or offensive activity shall be carried on upon any property, nor shall anything be done thereon which may be or may become an annoyance or nuisance to adjoining property owners.

13. The keeping of horses, pigs (limit of 10), chickens (limit of 30), mules, cows (limit of 10), or sheep (limit of 10) is permitted, provided, however, that there shall be no more than two such animals for every acre, exclusive of sucklings. On any parcel, two (2) cats and

two (2) dogs, exclusive of sucklings and household birds, are permitted. In no event may any animal or fowl be raised, bred, or kept for commercial purposes, and no creature shall be permitted to remain on the said property if because of noise, odor, or other characteristics, the peace, quiet, or general quality of life of neighboring owners is impaired.

14. Each parcel within the Plat of Therese of Lisieux is intended to be used as a site for a single family home and accessory purposes related thereto. Therefore, parcels within Therese' of Lisieux shall not be subject to subdivision without amendment of these Covenants so permitting such subdivision. Further, property within the Plat of Therese of Lisieux shall not be used for any commercial purposes, including retail sales, commercial manufacturing, commercial logging, boat, RV, mini-storage or other commercial storage facilities, or any use which is offered to the general public for a fee. Outdoor music performances are permitted only with the written consent of each owner of property within the Plat of Therese of Lisieux. Use of fireworks or similar noise making devices is permitted within one week either side of a holiday.

15. Enforcement of these restrictions and provisions shall be by proceedings in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages. If any such proceeding is brought, the prevailing party therein shall be entitled to recover all attorney's fees and costs incurred in the prosecution thereof.

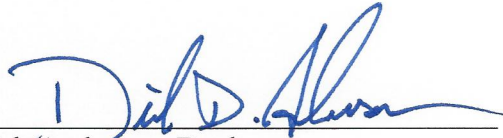
16. All property owners authorized to use Carmel Way may enforce the restrictions found in this instrument by initiating court proceedings in the Idaho State Court in Kootenai County against any other party found to be in violation. Further, to recoup funds paid on behalf of another pursuant to the previous paragraph six, a property owner may bring suit for collection in Idaho State Court in Kootenai County. If any proceeding is filed to enforce restrictions or collect on monies owed, the prevailing party in such proceeding shall be entitled to recover all attorney's fees and costs incurred, including fees and costs on appeal.

17. Invalidation of any portion of this instrument by a court having jurisdiction shall not affect any of the other provisions, which shall remain in full force and effect. This instrument may be signed in counterparts, each part when combined being lawful evidence of acceptance of the entire Agreement.

18. This instrument may be modified or terminated by a written document

referencing this Agreement's instrument number and signed by two-thirds of the property owners subject to its provisions owning property within the boundaries of **Exhibit A** hereto.

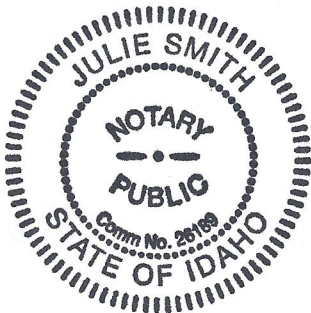
IN WITNESS WHEREOF, the Declarant has executed this instrument this 27th day of October, 2020.


Dirk Anderson, Declarant

STATE OF Idaho
County of Kootenai) ss.

On this 27th day of October, 2020, before me Julie Smith, personally appeared **Dirk Anderson**, known or identified to me (or proved to me on the oath of _____), to be the persons whose names are subscribed to the within instrument, 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 in this certificate first above written.




NOTARY PUBLIC FOR IDAHO
Residing at Post Falls
My Commission Expires 7/15/2026

Exhibit A on Following Pages