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Michael W. Rosedale Fee \$34.00
Ex-Officio Recorder Deputy
Index to: CONDITIONS COVENANTS & RESTRICTIONS



*RECORDING REQUESTED BY AND
WHEN RECORDED RETURN TO:*

Jake Weimer

Vice President, McGee I, LLC

P.O. Box 55

Priest River, ID 838356

(Space Above For Recorder's Use)

**DECLARATION OF
COVENANTS AND RESTRICTIONS**

DECLARATION OF COVENANTS AND RESTRICTIONS

McGee I, LLC, an Idaho limited liability company (the "Declarant"), the owner of the real property more particularly described Exhibit "A" attached hereto and incorporated herein by this reference in the County of Bonner, State of Idaho (the "Property"), desires to subject the Property to the covenants and restrictions set forth herein (this "Declaration") in order to create a rural development of the highest quality and provide for the proper improvement and use of the Property by the Declarant and all other persons or entities who succeed Declarant in title.

This Declaration is made with reference to the following facts:

A. The Declarant declares that the Property is held and shall be conveyed subject to the restrictions and covenants set forth in this Declaration.

B. The Declarant desires to impose upon Property certain protective covenants for the benefit of Property and all present and subsequent owners thereof. All of fines and charges shall constitute assessments, covenants and encumbrances which shall run with the land and shall be perpetually binding upon all owners of any portion of the Property and their successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property.

C. The Declarant hereby declares that the Property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to this Declaration and the following limitations, covenants, conditions, restrictions, and easements. All of the limitations, covenants, conditions, restrictions, and easements shall constitute encumbrances which shall run with the land and shall be perpetually binding upon all present and future owners of land within the Property and their respective successors-in-interest and assigns, and all parties having or acquiring any right, title, or interest in or to any part of the Property.

D. The intent of this Declaration is to ensure that the Members (i) use the Property in a manner consistent with personal residences that are well kept; (ii) have no junk or trash accumulations on any particular Lot; and (iii) use the Property in a manner which avoids creating nuisances which adversely effect other Members. All residences should be permanent in nature. The Property shall not be used as a store yard for junk cars, vehicles of any kind, or trash.

ARTICLE 1. DEFINITIONS

1.1 **"Association Documents"** shall mean all documents governing the Association, including, but not limited to, this Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Association.

1.2 **"Board"** means the Association Board of Directors as established by the Bylaws of the Association.

1.3 **"Bylaws"** means the Bylaws of the Association as restated or amended from time to time.

1.4 **"Improvements"** shall mean alterations, additions, installations, or changes to building structures, storage sheds, garages, fences, or outbuildings.

1.5 **"Lot"** shall refer to the lots described in the attached Exhibit "A".

1.6 **"Member"** shall mean the owner(s) or contract purchaser(s) of each Lot as described in Exhibit "A".

ARTICLE 2. LAND USE

2.1 The affairs of the Property shall be governed, managed, and controlled by an unincorporated nonprofit association to be established by Declarant and known as Sawbuck Estates Homeowners Association (the **"Association"**).

2.2. Each Lot owner shall automatically be a member of the Association with a right to one vote for each Lot owned; provided, however, that Declarant shall have five (5) votes for each Lot owned by Declarant.

2.3 No Lot shall be used except for residential purposes.

2.4 All structures on a Lot must be of a permanent nature. No structure of a temporary character, tent, any type of recreational vehicle (**"RV"**), camper, mobile home, shack, garage, barn or other outbuilding shall be used on any Lot at any time as a residence either temporarily or permanently, except during a construction period.

2.5 No more than one (1) undriveable vehicle is permitted to stay on a Lot for more than one (1) month. Except as provided in this Section 2.5, no car or vehicle storage, disposal, remodeling, rehabilitating, repairing shall be allowed on the Property. No Lot may be used for the storage, disposal, remodeling, rehabilitating, repairing, or accumulation of heavy equipment, recreational vehicles, boats, watercraft, ATVs, snowmobiles, or construction materials. No Lot may generally accumulate trash, junk, or unused items or materials. Whether a Lot is being used for such purposes described in this Section 2.5 or otherwise violates this Article 2 shall be determined solely by the Board in its absolute discretion. Members agree that no Court may consider or overturn the decision of the Board as to whether the uses described Section 2.5 is occurring on any Member's Lot.

ARTICLE 3. NUISANCES

No obnoxious or offensive activity shall be carried on upon any Lot, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance to or a nuisance which may in any way interfere with the quiet enjoyment of each of the Members of his or her respective Lot. Whether an activity is considered to be a nuisance shall be determined solely by the Board in its absolute discretion. If the Board determines that a nuisance exists, in its sole discretion, then the Board may seek judicial enforcement of this Declaration, with all attorneys fees and costs (including attorney fees and costs incurred prior to litigation) paid by the Member who owns the Lot where the activity takes place. The determination of whether the Lot is a nuisance shall be determined by the Board in its sole and absolute discretion, not the court.

ARTICLE 4. DURATION AND AMENDMENT

4.1 This Declaration shall continue in full force for a period of fifty (50) years and shall automatically renew for periods of twenty-five (25) years each unless amended and revoked in writing pursuant to Section 4.2 of this Declaration.

4.2 Notice of the subject matter of a proposed amendment to this Declaration must be included in the notice of any meeting of the Association at which the proposed amendment is to be considered. At least fifty one percent (51%) of the voting power must consent to an amendment to this Declaration.

ARTICLE 5. ENFORCEMENT

5.1 The Association (acting through the Board) and any Member shall have the right to enforce, by any proceedings at law or in equity, all terms, provisions, restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the Association Documents and in such action shall be entitled to recover all costs and attorney's fees. Failure by any such person or entity to enforce any such provision shall in no event be deemed a waiver of the right to do so thereafter. Any letters, or other attorney's fees incurred by the Board to enforce the terms of this Declaration shall be paid by the offending Member.

5.2 In the event that a Member violates, or continues to violate, any covenants, conditions, rules, or regulations whether set forth herein or set forth within Association Documents, the rules and regulations of the Association, the Bylaws, or any other Association documents, rules, instruments, or regulations, then a fine may be assessed against the Member for each violation. A majority vote by the Board shall be required prior to imposing any fine on a Member for a violation of any covenants and restrictions within the Association Documents, the rules and regulations of the Association, the Bylaws, or any other Association documents, rules, instruments, or regulations. Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Member at least thirty (30) days prior to the meeting. In the event the Member begins resolving the violation prior to the meeting, no fine shall be imposed as long as the Member continues to address the violation in good faith until fully resolved. No portion of any fine may be used to increase the remuneration of any Board member or agent of the Board. The amount fined may take into consideration the time and expense that the Board has invested in seeking compliance by the Member, including but not limited to any and all attorneys fees.

ARTICLE 6.

GENERAL PROVISIONS

6.1 Should any provision of this Declaration be declared invalid or in conflict with any law of the jurisdiction where the Association is situated, the validity of all other provisions shall remain unaffected and in full force and effect.

6.2 If there is any conflict among or between the Association Documents, priority shall be given to Association Documents in the following order: (1) Declaration; (2) Bylaws; (3) Articles of Incorporation; (4) Rules and Regulations.

6.3 Invalidation of any one of these covenants, conditions or regulations by judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned Declarant has executed and delivered the foregoing Declaration to be effective as of March 16th, 2021.

DECLARANT:

McGee I, LLC, an Idaho limited liability company

By: J.D. Lumber, an Idaho corporation
Its: Member

By: [Signature]
Name: Jacob D. Weimer
Its: Vice President

STATE OF IDAHO)
: ss.
County of Bonner)

On the 16 day of March 2021 before me, the undersigned Notary Public, personally appeared Jacob D. Weimer, known to me or proved to me on the basis of satisfactory evidence to be the Vice President of J.D. Lumber, an Idaho corporation, the member of McGee I, LLC, the limited liability company that executed the foregoing instrument, and acknowledged to me that he executed the same.

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

[Signature]
Notary Public for Idaho
Residing at Sandpoint
Commission Expires: 12-04-2025



EXHIBIT A

Subject Parcels

Parcel A

Lot 1 SAWBUCK ESTATES, according to the plat thereof, recorded in Book 15 of Plats, Page 96, records of Bonner County Idaho

Parcel B

Lot 2 SAWBUCK ESTATES, according to the plat thereof, recorded in Book 15 of Plats, Page 96, records of Bonner County Idaho

Parcel C

Lot 3 SAWBUCK ESTATES, according to the plat thereof, recorded in Book 15 of Plats, Page 96, records of Bonner County Idaho

Parcel D

Lot 4 SAWBUCK ESTATES, according to the plat thereof, recorded in Book 15 of Plats, Page 96, records of Bonner County Idaho

Parcel E

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The East half of the Northwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 20 Acres more or less.

Parcel F

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The West half of the Southwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 20 Acres more or less.

Parcel G

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The East half of the Southwest quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 20 Acres more or less.

Parcel H

A parcel of land lying in Section 10, Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho more fully described as follows:

The South 25 acres of the Southeast Quarter of the Southwest quarter of said Section 10 Township 54 North, Range 4 West of the Boise Meridian, Bonner County, Idaho.

Together with and subject to all easements for ingress and egress and utility purposes, and all other matters of record including an easement for ingress, egress, and utilities, over, across, under and through the East 25.00 feet of that portion of the West half of the Northwest quarter of said Section 10 lying South of the centerline of Kelso Lake Road.

Containing 25 Acres more or less.
