

**DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR
KANIKSU SANDS SUBDIVISION**

DRAFT 1

KNOW ALL MEN BY THESE PRESENTS:

That **BK Hill, LLC** (hereinafter referred to as the *Developer*) being the owner of real property (hereinafter referred to as the *Property*) situated in Bonner County, State of Idaho, and legally described in Exhibit A attached hereto and incorporated herein by reference, does hereby declare that in order to protect its interest and that of subsequent unit owners on said Property, and in order to insure the uniform and desirable use, occupancy, and improvements on said Property, does hereby impress the Property with the following covenants and restrictions:

ARTICLE I - PURPOSE

- 1.1 Purpose: The Developer is the developer of the Property and desires to sell the Property in small units for residential and limited purposes only and desires to impose upon the Property mutually beneficial restrictions upon improvements thereto and use thereof. It is the purpose and intent of these covenants to protect and enhance the value, desirability and attractiveness of the Property and to prevent the construction of improper or unsuitable improvements. The restrictions and covenants are imposed in order to:
 - a. ensure the rights of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise, and danger, and
 - b. ensure the uniform and desirable use, occupancy, and improvements on the Property, and
 - c. protect the living environment and preserve the values in the Property.

- 1.2 Declaration: The Developer hereby publishes and declares that all of the Property is held and shall be held, conveyed, sold, leased, and encumbered subject to the covenants, restrictions, limitations and obligations contained in this document for the improvement of the property, and each part thereto, and the division of the Property into lots and/or condominium units (hereinafter referred to as “units”, and these covenants, restrictions, limitations and obligations shall run with the land and shall apply to and bind the Developer and any person acquiring or owning an interest in the Property and improvements thereon, and the grantees, successors, assigns, heirs devisees, and personal representatives of said Developer and persons.

ARTICLE II –PROPERTY DESCRIPTION

- 2.1 Land Description: The Property covered by the “Declaration of Protective and Restrictive Covenants for Kaniksu Sands Subdivision” is located in Bonner County,

State of Idaho, and is described in Exhibit A, attached hereto and incorporated herein by reference.

- 2.2 Filing of Plat: The Developer contemplates recording a plat of the property, dividing it into lots and specifying access roads and easements. Uses authorized on the plat are specifically authorized under this document, and the plat and this document shall be construed together.
- 2.3 Name of Property: The Property shall be known by the name of Kaniksu Sands Subdivision.

ARTICLE III - GENERAL USE RESTRICTIONS

- 3.1 Lot Size: No unit, as delineated on the filed plat, or as contained in the original deed of conveyance from the Developer, shall be subdivided or in any way reduced in size. This shall not prevent adjoining property owners from making minor adjustments in their common boundary, provided that each such adjustment must first be approved in writing by the committee or the Association, established herein, and must be in harmony with the general character of the Property and must not be detrimental to the planning concepts contained in this document.
- 3.2 Building Location, Standards and Quality: All dwellings shall conform to the "Architectural Control Guidelines" established for the Subdivision as described in Exhibit B, attached hereto and incorporated herein by reference. The construction of all residences, when commenced, shall be completed with reasonable promptness not to exceed one (1) year, and an unfinished building shall not be left on the property. Also all residences shall be in compliance with applicable building codes and have appropriate and lawful sanitation facilities.
- 3.3 Property Use: None of the Property or any fraction thereof shall be improved, used or occupied for and purpose other than for private residential purposes, except as herein provided, and such restrictions to private residential purposes shall include, but not be limited to, the following specific covenants and restrictions:
 - a. all dwelling units within the Property shall be owned and used exclusively for single family residential purposes.
- 3.4 Outbuilding Standards: All out buildings and similar structures shall, when commenced, be completed within a reasonable time not to exceed six (6) months, and shall not be left in an unfinished or unsightly condition. The design of each shall be in harmony with the residence and surroundings, as determined by the Architectural Control Guidelines.

ARTICLE IV - SPECIFIC USE RESTRICTIONS

- 4.1 Temporary Residences and Recreational Vehicles

- a) No tents or structures of a temporary character may be stored on the Property except in the rear or side yards of the lots in Block 1 and Block 2.
- b) No large vehicles (including boats, motorhomes, camper units or trailers may be parked or stored on the Property except in the designated “RV Parking” locations or in the rear or side yards of the lots in Block 1 and Block 2.
- c) Guests and visitors may temporarily occupy:
 - i. recreational vehicles parked in a designated “RV Parking” site for a period not exceeding seven nights,
 - ii. or a tent or recreational vehicle in the rear or side yard of an owner’s lot for a period not exceeding 14 nights.
- d) No commercial rental of space for the parking or storage of temporary structures, tents or vehicles may be undertaken.

4.2 Animals and Agricultural Usage: No livestock or animals of any kind or character shall be kept or maintained on the Property except that the following may be allowed with each dwelling residence:

- a. each owner of a dwelling unit shall be allowed no more than a total of two household pets consisting of dogs, cats or birds, to be maintained in such a way that it shall not become offensively odorous or noisy to any owner of the Property. All household pets shall be kept indoors or on a leash while off the owner’s property. Dog houses, dog runs, pens and kennels are not permitted. Under no circumstances shall any other animal(s) be kept or maintained on the Property or in any permanent or temporary dwelling on the property by either owners or their guests, including but not limited to horses, cattle, swine, goats, poultry, sheep, insects, spiders or reptiles. Under no circumstances shall any animals be bred and / or maintained on the Property for any commercial purpose. Under no circumstances shall any feed lot be operated or maintained on the Property.
- b. No commercial truck farming, fruit farming or greenhouse operation shall be utilized or maintained on the property, temporarily or otherwise.
- c. There shall be no storage of farm machinery, farm trucks, or other agricultural equipment on the Property.
- d. Crops and other agricultural products shall not be stored on the Property, except for personal, family or household use, and the storage of those products on the Property for such use shall not be visible from the street.

- 4.3 Noxious Activities: No noxious or offensive activity shall be carried on or upon any portion of the Property, nor shall anything be put thereon which may be or may become an annoyance or nuisance to any of the other owners. No noxious or offensive operation and / or business or trade of any kind, even if allowed by Municipal, County or State law or zoning, shall be allowed or maintained on any lot. In case of a dispute, and at the request of any owner, the Committee, and then the Association after it is created, shall make the final determination, at its sole discretion, of what constitutes a nuisance. No owner shall cause or allow the origination of excessive odors or sounds from his or her lot, and no owner shall cause or allow any nuisance of any kind whatsoever to exist on his or her property.
- 4.4 Garbage and Refuse Disposal: Rubbish, garbage or other waste shall be kept and promptly disposed of in a sanitary manner, and all containers shall be bear proof and shall be kept in a clean and sanitary condition. No rubbish, garbage or other waste shall be dumped on any vacant lot or upon any canal, right-of way or any other easement or right -of-way. All garbage and refuse must be kept in receptacles of an approved design and placed in uniform locations out of sight of the general public. Said garbage and refuse must be disposed of at least weekly. Property owners will be responsible for and maintain the said receptacles. No weeds, garbage or refuse piles, trash, vehicles, discarded articles, or other unsightly objects shall be placed or suffered to remain on any part of any lot, including vacant lots. When the construction of any building is once begun, waste or debris associated with said construction must be kept reasonably and timely piled and removed. Burning of trash in outside receptacles is prohibited. No inoperable vehicles will be allowed to be parked on a lot for more than sixty (60) days.
- 4.5 Oil and Mining Operations: No oil or mineral drilling, development, refining, quarrying or mining operations of any kind are permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on or in any lot. No derrick or other structure designed for use in boring for oil, natural gas or any mineral shall be erected, maintained or permitted upon any lot except by the Developer during the course of development or by the Property Manager in the course of managing or maintaining the property.
- 4.6 Well water and Sewer: All units in the development shall be connected to a sewer system approved by the Developer, Bonner County and the Department of Environmental Quality and to the well(s) provided specifically by the Developer for the development and shall be connected by a contractor explicitly approved by the Developer and the appropriate agency and or political subdivision of the State of Idaho, before any unit may be occupied.
- 4.7 Signs: No sign of any kind shall be displayed to the public view on any lot except
- a. one sign of not more than one square foot showing the owner's name and conventional house address or number; or

- b. one professional designed sign of not more than five (5) square feet advertising the property for sale or rent, or
- 4.8 Commercial or Non-commercial Uses Prohibited: No commercial or industrial venture or business of any type or nature may be conducted upon the Property, except for a home office for business to be conducted solely within the confines of a single family residential dwelling, without resort to other structures on the lot and where customers or clients will not be provided with any product or service on the premises. This prohibition shall not prevent the Developer from maintaining an office on the Property that relates to the business of the Developer and the development, sale and / or management of the Property.

ARTICLE V - DURATION, AMENDMENT, INTERPRETATION

- 5.1 Initial Term: These covenants and restrictions shall remain in force and be binding upon the Property and run with the land and all unit owners and subsequent owners that acquire any interest in any of the Property, or any unit, portion or parcel thereof shall be subject to these covenants and restrictions for a period of twenty (20) years from the date this document is recorded in Bonner County, Idaho, and at the expiration of said twenty (20) year time period these covenants shall be automatically extended for successive periods of ten (10) years each.
- 5.2 Amendment: The recorded owners of seventy-five percent (75%) of the units may change, modify, amend or vary these covenants and this document, in whole or in part, during any term or extended term thereof, by a written instrument signed by said owners and properly recorded in Bonner County, Idaho. Said change, modification or amendment will be effective upon said recordation.
- 5.3 Liberal Construction: The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development and maintenance of a superior, attractive and harmonious residential area.
- 5.4 Saving Clause: The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. The failure of any party, owner, or entity to enforce any covenant or restriction shall not constitute a waiver or abrogation of said covenant or restriction.

ARTICLE VI – MANAGEMENT COMMITTEE

- 6.1 Establishment, Nature, Power and Duties of Management Committee: There is hereby established a Management Committee (herein referred to as the Committee), composed of three members appointed by the Developer, which shall have the duties and powers specified in this document, including, but not limited to

- a. administration and application of the Architectural Control Guidelines determining the control of the architecture and location of residential dwellings, buildings and other improvements and landscaping
- b. the determination and resolution of disputed issues under this document or the Architectural Control Guidelines
- d. enforcement of the covenants, conditions and restrictions herein,
- b. maintenance of all common areas within the Property
- f. payment of property taxes for all common areas within the Property
- g. maintenance and payment of insurance for all common areas within the Property.
- h. provision of protection and security for all common areas within the Property.
- i. assessment of and collection from all recorded owners of the Property such monetary sums as may be reasonably necessary or proper to provide and administer the maintenance and protection of all common areas within the Property.

All plans for structures of any kind intended to be constructed or placed on any lot shall first be submitted in the form of a written document to the committee for approval as to:

- a. the location on the lot, and
- b. the architectural design and / or appearance and / or harmony of the proposed structure with the rest of the actual or intended development of the property, and
- c. topography and finish grade elevation.

The decision of the Committee in all matters shall be final.

6.2 Election and Term: Initially, the Developer of Kaniksu Sands Subdivision shall appoint (3) individuals to serve as the Committee referred to herein. They will serve as the Committee for a term of no more than three (3) years, and said term will commence upon the recording of this document in Bonner County, Idaho. Upon the expiration of three (3) years from the formation of the Association, one (1) member of the original Committee, as pre-designated by the Developer, will continue to serve for an additional two (2) year term and one (1) member of the original Committee, as pre-designated by the Developer, will continue to serve for an additional one (1) year term. Upon the expiration of three (3) years from the formation of the Association, and annually thereafter, one (1) new member of the Committee shall be elected by vote of the recorded unit owners, to serve a one (1) year term. The Committee shall,

at least thirty (30) days prior to the expiration of their term of office, call for an election to be held to select a replacement for the member whose term has expired. A written notice of the time and place of said election shall be given to all recorded owners not less than thirty (30) days before the said election. One vote shall be allocated to each lot on the Property. Nominations shall be taken from the floor, and the person, who must be a recorded unit owner, receiving the highest number of votes, by secret ballot, shall serve for the ensuing year on the Committee. In the event of incapacity, death, resignation or inability to serve of any one member of the Committee prior to the next ensuing election, the remaining members of the Committee shall designate a successor, who shall be a recorded unit owner, to fill the unexpired term. In the event of incapacity, death, resignation or inability to serve of two or more members of the Committee, then the Developer shall select new Committee members to fill the unexpired terms, or if three years have passed the Association was created, then the Association shall select a new Committee by virtue of the election process described herein.

- 6.3 Procedure: The Committee shall elect a chairman and a secretary. The secretary shall keep minutes and records of the proceedings of the Committee. Any member of the committee may call a formal meeting of the Committee on ten days prior written notice to the other two members. A majority of the whole Committee shall be required to decide questions. The Committee shall have the right to investigate, interview witnesses, and seek expert legal, engineering, or other advice or help. Decisions of the Committee shall be binding upon all owners, unless arbitrary or contrary to law.
- 6.4 Remedies Preserved: The grant of power and authority to the Committee shall not be construed to prevent any owner of record from bringing an action to restrain a violation of any of the terms of this document.
- 6.5 Plan Approval: The Committee shall act and decide within fifteen (15) days of the date of submission of any written plan for approval or any other issue, and if the issue is not approved, the request, construction, placement or intended addition and / or improvement to any lot shall not be undertaken. If the Committee fails to act within fifteen (15) days, the matter shall be deemed to have been approved. The following are examples of reasons for disapproval:
- a. The design or color scheme of a proposed residential dwelling, building or improvement is not in harmony with the intended or actual general surroundings of the lot or with the adjacent buildings, structures, or other residential dwellings.
 - b. The Proposed improvements, or any part thereof, would, in the opinion of the Committee, be contrary to the best interest and welfare of rights of all or part of the other owners.

ARTICLE VII - HOMEOWNERS ASSOCIATION

- 7.1 Creation of Homeowners Association: As soon as the Developer deems, in its sole discretion, that a sufficient number of units have been sold, the Developer shall create a homeowner's association (herein referred to as the Association) for the purpose of maintaining the standards and enforcing the covenants and restrictions contained in this document and for such additional purposes as its membership shall, from time to time, deem necessary or proper. The said Association shall be known by the name of Kaniksu Sands Owners Association.
- 7.2 Procedure For Creation: When the Developer desires to create the Association, it shall give all of the recorded unit owners of the property written notice of that fact, and said notice will be mailed to the last know address of said owners per the tax records of Bonner County. Said notice shall contain the proposed By-Laws to be approved and adopted, along with any changes approved by a majority vote of the owners in attendance at said meeting. The initial officers of the Association shall be elected at the first meeting.
- 7.3 Membership: All owners of units within the Property shall, by acceptance of their deeds, become members of the Association once it is created by the Developer. Said membership shall subject all owners to the rules and regulations of the Association. Each recorded unit owner shall have one (1) vote per unit owned, and the Developer shall have one (1) vote per unit owned by the Developer. Each unit owner shall be deemed to covenant and agree to pay to the association any annual or special assessment. The said annual or special assessment, together with interest thereon and cost of collection, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of the unit when the assessment is due.
- 7.4 Developer's Responsibility Assumed by Association: Subsequent to the adoption of the said By-Laws and election of said officers, the Developer shall have no further responsibility or liability for the maintenance of the Property's common areas or the payment of taxes or insurance thereon. ("Common Areas", as used in this document, shall mean all property within the Property which is owned for the common use and enjoyment of the unit owners, the roads and entrance to the subdivision.) Such responsibility and liability shall then belong solely to the Association.
- 7.5 Powers of Association: The Association shall have, in addition to those powers and authority contained elsewhere in this document and as contained in the said By-Laws (said By-Laws may more specifically define and power enumerated herein), and not by way of limitation or restriction, the following powers and authority:
- a. To enforce and provide for the enforcement of the covenants contained herein.
 - b. To reasonably maintain all common areas within the Property, to pay taxes thereon, and to maintain and pay for insurance thereon.
 - c. To provide for the common protection and security of the Property.

- d. To assess and collect from all recorded owners of the Property such monetary sums as may be reasonably necessary or proper to maintain the entrance, roads, and any other common areas of the Property, and for the payment of taxes and insurance thereon.

ARTICLE VIII - ENFORCEMENT

8.1 Enforcement: Enforcement of these covenants and restrictions shall be by proceeding at law or equity against any person or persons, owner or owners, violating or attempting to violate any covenant or restriction herein, and such proceedings may be either to recover damages or to restrain or both. Such proceedings may be brought by the Developer or any lot owner or the Association.

IN WITNESS WHEREOF, the Developer, by and through its lawful agent, has executed this document and set its hand this ____ day of _____, 2008.

BK Hill, LLC per Fred Johnston, Manager
State of Idaho
County of Bonner

On this ____ day of _____, 2008, **Fred Johnston**, known to me to be the Registered Agent of **BK Hill LLC**, whose name is subscribed to the foregoing, personally appeared before me, the undersigned Notary Public in and for the state of Idaho, and acknowledged to me that he executed the same.

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

Notary Public for Idaho

Residing at: _____
Commission Expires: _____

Exhibit – A-
Description of the Lands

PARCEL 1

Lot 4 in Block 1, FIRST ADDITION TO JIM LOW'S RESORT, according to the plat thereof, contained in Book 2 of Plats, Page 26, records of Bonner County Idaho.

PARCEL 2

Lots 4, 5 and 6 in Block 2, FIRST ADDITION to JIM LOW'S RESORT, according to the plat thereof, recorded in Book 2 of Plats, Page 26, records of Bonner County, Idaho.

PARCEL 3

All of Block 3, FIRST ADDITION TO JIM LOW'S RESORT, according to the plat thereof, recorded in Book 2 of Plats, Page 26, records of Bonner County, Idaho.

PARCEL 4

Lots 1, 2 and 3 in Block 1, FIRST ADDITION TO JIM LOW'S RESORT, according to the plat thereof, recorded in Book 2 of Plats, Page 26, records of Bonner County, Idaho.

PARCEL 5

Lots 5, 6, 7 and 8 in Block 1, FIRST ADDITION TO JIM LOW'S RESORT, according to the plat thereof, recorded in Book 2 of Plats, Page 26, records of Bonner County Idaho.

PARCEL 6

All that portion of the following described property lying East of the County Road, as set forth in Right of Way Deed, recorded in Book 104 of Deeds, Page 230, as Instrument No. 76231:

A portion of Government Lot 7, Section 16, Township 61 North, Range 4 West, Boise Meridian, described as follows:

Beginning at the Northwest corner of Lot 7, Section 16, Township 61 North. Range 4 West, Boise Meridian;

Thence South 0°05' East 105.7 feet to the the point of beginning, which point is on the South right of way line of the County road;

Thence along said right of way South 67°25' East 525.7 feet;

Thence South 9°56' West along the West line of the County Road 207.3 feet to a point, said point bearing North 89°54' West 50.74 feet from the Southwest corner of Block 3 of FIRST ADDITION TO JIM LOW'S RESORT as platted;

Thence North 89°54' West 455 feet more or less, to a point where said line intersects a North and South line which bears south 0°05' from the Northwest Corner of said Lot 7;

Thence North 0°05' West to the true point of beginning.

PARCEL 7

All that portion of the following described property lying West of the County Road, as set forth in Right of Way Deed, recorded in Book 104 of deeds, Page 230 as Instrument No. 76231;

A portion of Government Lot 7, Section 16, Township 61 North, Range 4 West, Boise Meridian, described as follows;

Beginning at the Northwest corner of Lot 7, Section 16, Township 61, North Range 4 West Boise Meridian;

Thence South 0°56' East 105.7 feet to the true point of beginning, which point is on the South right of way line of the County Road;

Thence along said right of way South 67°25' east 525.7 feet;

Thence South 9°56' West along the West line of the County road 207.3 feet to a point.; said point bearing North 89°54' West 50.74 feet from the Southwest corner of Block 3 of FIRST ADDITION TO JIM LOW'S RESORT as platted;

Thence North 89°54' West, 455 feet, more or less, to a point where said line intersects a North and South line which bears South 0°05' cut from the Northwest corner of said Lot 7;

Thence North 0°05' West to the true point of beginning.

Exhibit – B-

Architectural Control Guidelines

Kaniksu Sands
on Priest Lake

ARCHITECTURAL CONTROL GUIDELINES

Revision 11
Effective: January 29th, 2008
by Campbell Design

Architectural Control Guidelines Committee

Developer Appointee
Architectural Design Consultant Appointee
Architect Appointee

Fred Johnston
Cam Campbell
Jon Saylor

Note: These guidelines represent the “minimum” requirements determined by the developer and are in addition to or subordinate to any Bonner County development and building codes as contained in Chapter 11 - Building Regulations and Chapter 12 – Land Use Regulations.

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1 Introduction and Interpretation of Guidelines

1.1 Introduction

Kaniksu Sands on Priest Lake is a development of 10 stand alone (individually deeded) cottages and 20 condominium units contained in five fourplexes, all with shared access to a common waterfront property with clubhouse, pool, marina and other amenities. The goals for the development are to promote community amongst people, respect for the natural state of the land and the environment and at the same time enjoyment of the recreational activities it affords. Part of having a share in the development is to have a voice and a responsibility of ownership in achieving and maintaining these goals.

The overall theme intended for this development is that of a low impact, low density, rustic (but tidy and attractive), lake country cottage community. Each stand alone cottage design will be required to reflect this theme as outlined by these guidelines.

Unique designs or special treatments not specifically addressed in the guidelines are welcomed and should be submitted for review at the earliest possible stage of design.

While it is intended that the design guidelines be adhered to, each plan will be judged on its overall merit. Accordingly, the Design Committee reserves the right to approve plans that do not strictly conform to these design guidelines if, in its opinion, such approval does not detract from the quality of the community of Kaniksu Sands.

1.2 Interpretation

Interpretation of the Guidelines shall be the sole jurisdiction of the Design Committee, made up of a representative from the Developer, a representative from the Design Consultant and a representative from the Project Architect.

2 Detailed Design Specifications

2.1 Front Elevations

The front elevations are those elevations that face the roadway or any other public area.

2.2 Rear & Side Elevations

Rear and side elevations should maintain the cottages design concept.

2.3 Exterior Colors

Colors must be pre-approved by the Design Committee. It should be understood that color schemes will be determined on the basis of the major massing of the cottages not simply on trim colors.

Exterior colours to follow the earth tone palettes.

Pre-approved colors are listed in Appendix A-3 Exterior Colors & Materials.

2.4 Roofs

Acceptable roof materials are architectural composite or asphalt shingles.

Acceptable roofing colors from the IKO Premium Roofing Products catalogue are: All colors except; Rainbow Green, Tile Red, Rainbow Red, White and Slate Blue.

Roof pitches permitted should be not less than 6 / 12 but will be judged based on cottage style and use.

2.5 Eavetroughs and Downspouts

“Rainhandler” (an environmentally friendly alternative to eavetroughs), is a pre-approved product and will be encouraged on every cottage.

If used, eavetroughs and downspouts should be concealed or integrated into the architectural features of the cottage. Downspouts should be the same color as or compliment the exterior.

Minimum of one rain barrel required for each cottage. Rain water to be stored only in rain barrels.

2.6 Fascia and Soffits

Aluminum fascia is encouraged.

Aluminum soffits are discouraged and will be permitted only by approval in special circumstances. Natural wood, composite or other pre-finished material is encouraged for soffits.

2.7 Columns and Posts

Posts that are seen from the front street view must exhibit strength and style. Moreover, posts used in both front and rear elevations must be constructed based on the following dimensions:

1" width minimum for every 12" height from base to capital.

Posts above deck surfaces must match posts below deck surfaces.

2.8 Chimney Stacks

All chimneys and furnace flues must be boxed in and covered in at least one of the exterior wall materials.

2.9 Front Façade

Each cottage must incorporate individual style and unique features to dress-up exterior appearance.

2.10 Decks and Porches

Railings on decks and porches must not exceed 3'-6" in height from deck surface.

Screen porches or gazebos that are free structures on property must not exceed 150 square feet and must not block the views from any other cottage towards the lake or mountains.

Privacy walls on decks must not exceed 6'-0" in height from deck surface.

No more than 25% of continuous deck edge is to have a vertical railing.

Use of deck benches and wide stairs are encouraged on decks as a means of guard or lack thereof.

No deck is allowed over 24" above finished grade.

If second storey balconies are used they must not exceed 60 sq ft of area that is cantilevered beyond any face of lower wall.

2.11 Garages

A minimum one vehicle garage is required for every dwelling.
Maximum height of garage walls is 11'-0".

Maximum height of garage roof is 17'-0" from concrete slab.
(unless developed into living space over).

Maximum garage height that has developed living space over can not exceed adjoining cottage elevation.

Garage must compliment cottage on the same lot and must be placed in garage building envelope.

Detached garages are encouraged as the preferred standard.

Minimum garage size - 14' x 26'.

Maximum garage size - 16' x 32'.

A boxed out area of no more than 20 square feet is allowed for each garage as a wall massing relief.

Roof cupolas and belvederes on garages are not to exceed more than 10% of slab area of garage in plan view.

2.12 Windows

Vinyl frame windows are encouraged, but aluminum or wood frame windows are permitted. Size, shape and location should reflect the style of the cottage. Window rhythm is highly encouraged.

2.13 Parging

All exposed concrete must be parged. The height of the area to be parged on the front elevation must not exceed 12 inches from finished grade elevation

3 Building Materials & Colors

3.1 Roof Materials

Roofing materials are restricted to Composite shingles only. (Certaineed Premium or Luxury Shingles or equivalent)

3.2 Exterior Wall Materials

Exterior wall materials are restricted to the following:

Brick, Cedar, Hardi Plank (or approved equivalent), Natural Stone, Cultured Stone (subject to approval by the proper authorities), Crezone Panel, Smart Board, Aluminum – (trim only), Acrylic Stucco (less than 10% of wall surface of individual elevation) Cedar Shingles.

“European style” stucco may be approved on an individual basis but will be limited as to how many cottages will be permitted with such finish.

3.3 Exterior Colors

Earth tone colors are encouraged, but other colors which allow for individual expression while still fitting into the overall character of the development may be approved at the discretion of the Architectural Control Committee.

White, blue and grey can be used by approval only.

All garage doors should be painted or stained one color and compliment the exterior colors of the cottage.

3.4 Driveways, Sidewalks and Exterior Stairs

Driveways and sidewalks should be constructed of any one of the following materials:

Exposed aggregate, brick, interlocking stone, compacted gravel and concrete (plain, stamped or colored).

A continuous run of exterior stairs is not permitted. Stairs are to be in groups of no more than 4 (four) risers.

4 *Building Size*

4.1 Area

Minimum dwelling square footage sizes (*based upon developed or future developed areas*) are:

Single Storey 1,000 sq. ft.
Storey & a half 1,200 sq. ft.

Maximum dwelling square footage sizes are:

Single Storey 1,800 sq. ft.
Storey & a half 2,200 sq. ft.

4.2 Building heights and elevations

Maximum height from grade to eaves of main roof shall be no more than 17'.

Maximum roof height = 25'-0" where pitch is greater than 6 / 12 or maximum 18' where pitch is less than 6 / 12. Measured from the main finished floor elevation.

Allowance of 200 square feet (in plan area) of roof can exceed the maximum roof elevation, up to 5 vertical feet

Cupolas and belvederes with an allowance of 20 square feet (in plan area) will be permitted above the 25' roof height restriction.

Maximum main floor elevation = 2'-0" above the highest grade elevation around the edge of the cottage foundation within 4'-0" of foundation wall.

Maximum second floor elevation = 11'-0" above finished main floor elevation.

Any floor level more than 2'-8" above main floor elevation is classified as a second/upper floor.

5 *Site Design Specifications*

5.1 Driveways

Maximum slopes on driveways, as measured through the center line of the driveway from the garage front to the property line should not exceed 4%.

Driveways should be no closer than 1'-0" from side property lines.

Maximum width of carriage way (the entry and course of the driveway to the garage) is 14'-0" except an area for guest parking which can not exceed an additional 200 square feet of hard surface.

5.2 Setbacks and Siting

All setbacks are documented in Appendix A-2 Building Envelopes.

(Both cottage envelopes and garage envelopes are indicated)

All building envelopes can not be adjusted unless otherwise authorized by the developer in writing.

Minimum setbacks specified by Bonner County are:

Front - 25' from front property line.

Rear - 25' from rear property line.

Sideyard - 5' from side property line.

All setbacks are to be measured from the property line on a perpendicular line from the property line.

Projections into the required setback such as cantilevers, roof eaves and decks are **NOT** permitted.

Landscaping features such as paving stones or ground level patios may project into the setbacks.

5.3 Grading

Building grades and site grades must be designed to ensure that all drainage is directed away from the building towards the property lines.

5.4 Walkways

Any walkway on the cottage lots must be made of the same material as the driveway or a natural rock material. The use of pre-cast concrete flagstones in the front yard is prohibited.

5.5 Communication Devices

Satellite dishes shall not exceed 24" in diameter. (No television or radio antenna, transmitter or receiver device shall be permitted on any lot unless fully screened from view by trees or shrubbery.)

5.6 Easements, Appurtenances and Restrictive Covenants

In addition to utility and drainage right-of-ways and access easements shown on registered plans, the Developer has registered Restrictive Covenants as outlined in Appendix A-4 Restrictive Covenants. The customer should review these Restrictive Covenants, which have restrictions applicable to some or all of the lots.

5.7 Free Standing and Other Structures

Standalone storage sheds are **NOT** permitted. All storage must be accommodated by and incorporated into the structure of the cottage or garage.

Free standing structures, moveable structures, playhouses, or gazebos must comply with the following criteria:

Maximum square footage of a gazebo or arbor = 150 square feet.

Maximum height of gazebo or arbor = 14'-0"

Playhouses must not exceed 25 square feet & a maximum height of 7'

The Architectural Control Guidelines Committee shall have the right to refuse to approve any plans or specifications for any such structure which in the sole opinion of the Architectural Control Guidelines Committee if it is not aesthetically pleasing in appearance, obtrusive in size and/or location, structurally unstable, not constructed of approved exterior materials or generally incompatible in design with the dwelling on the lot or other lots in the development.

6 Landscaping, Lighting & Fencing

6.1 Landscaping

Landscaping shall be the responsibility of the owner. Low maintenance natural grass and shrubbery is encouraged, however it must NOT be allowed to become unsightly or unkempt. No landscaping shall be left unfinished for more than 45 days following occupancy or in the event of seasonal delays, no later than 45 days from the commencement of the start of the next growing season.

6.2 Exterior Lighting

In an effort to minimize “light pollution”, all exterior lighting, including that which is on the exterior of any buildings, docks, landscaping, area lighting or street lighting shall be indirect. No direct lighting or exposed light bulbs will be allowed.

The only exception to this will be navigational or safety lighting on docks where exposed lighting is permitted on the “lake” side, so long as the “land” side of the light is shielded from direct view.

6.3 Fencing

Fencing is the responsibility of the owner. Brown vinyl coated chain link fencing to a maximum of 4’ high is the only pre-approved type of fencing permitted and if used, must not extend beyond the front of house. No other fencing is allowed. Any screening must be accomplished by shrubs, hedges or trees. Lattice or wood screens may be permitted but if so, must be contained within the building envelope and may only be located at the edge of a deck or patio.

7 Approval *P*rocess

7.1 Submission of Documents

Prior to the owner obtaining approval of the house plans, the following must be submitted to the Architectural Control Guidelines Committee:

1. Completed Architectural Control Guidelines Approval Form. (Appendix A-1)
2. Two site plans showing cottage and garage locations as well as drainage and spot elevations. (Spot elevations must be shown for each corner of each building.)
3. Two complete sets of building plans (cottage and garage) showing complete details of elevations indicating Block and Lot Numbers.
4. A color board with material samples for all exterior finishing materials may be required upon developer's recommendation.

7.2 Design Approval

The Architectural Control Guidelines Committee will provide a response to the Architectural Control Guidelines Applicant within 15 days of submission (with or without any noted changes which may be required for approval).

7.3 Geotechnical Engineering Approval

A Geotechnical Engineering Consultant must be consulted for a soil bearing inspection upon completion of foundation excavation but prior to pouring footings. The Developer will pay for the cost of the initial soil bearing inspection by our Geotechnical Engineering Consultant.

8 Site Inspections

8.1 Periodic and Final Inspections

The Design Consultant will conduct periodic site inspections to ensure compliance with approved drawings. Owner is responsible for any consultant's fees required to resolve non-compliance with approved drawings.

Exterior of dwelling must be completed within 30 days of occupancy, weather permitting.

Requests for final inspection prior to occupancy are to be made, in writing, to the Design Consultant not later than completion of construction and site clean-up.

8.2 Site Maintenance

Sites must kept litter free and must have garbage bins on site during construction.

8.3 Excavation Material

Owners must ensure that all excavation material is kept within the confines of their lot. Any dumping or spillage on the road, sidewalk or neighboring lots must be removed immediately. Where the Developer authorizes temporary dumping on adjoining lots, the material must be immediately removed on request or the Developer will arrange for its removal and invoice the owner of the site from which the fill came.

9 *Lot Signs*

9.1 **Builder's and Supplier's Signs**

The Developer will provide Lot signage during construction. No additional signage will be permitted without the Developer's approval.

Appendix A-1
Architectural Control Guidelines Review Form

Architectural Control Guidelines Review Form
KANIKSU SANDS on Priest Lake

Applicant _____

Block _____ Lot _____ Site Address _____

Main Floor Area _____ Upper Floor Area _____ Total Area _____

Exterior Materials & Colors

Feature	Material	Color
Predominant Area	_____	_____
Secondary Area	_____	_____
Trim 1	_____	_____
Trim 2	_____	_____
Trim 3	_____	_____
Roof	_____	_____
Fascia	_____	_____
Soffit	_____	_____
Garage Door	_____	_____
Chimney	_____	_____
Driveway	_____	_____

Signature _____ **Date** _____

Not Approved (Re-Submit) Approved as Submitted Approved with Changes Noted

Architectural Consultant (for the Committee) _____

Comments: _____

Condition of Approval: *The finished grade and building construction shall be in compliance with the plans and drawings submitted.*

Appendix A-2 Building Envelopes

Lot Coverage (as a percentage of lot size)

Cottage and Garage Maximum 35%

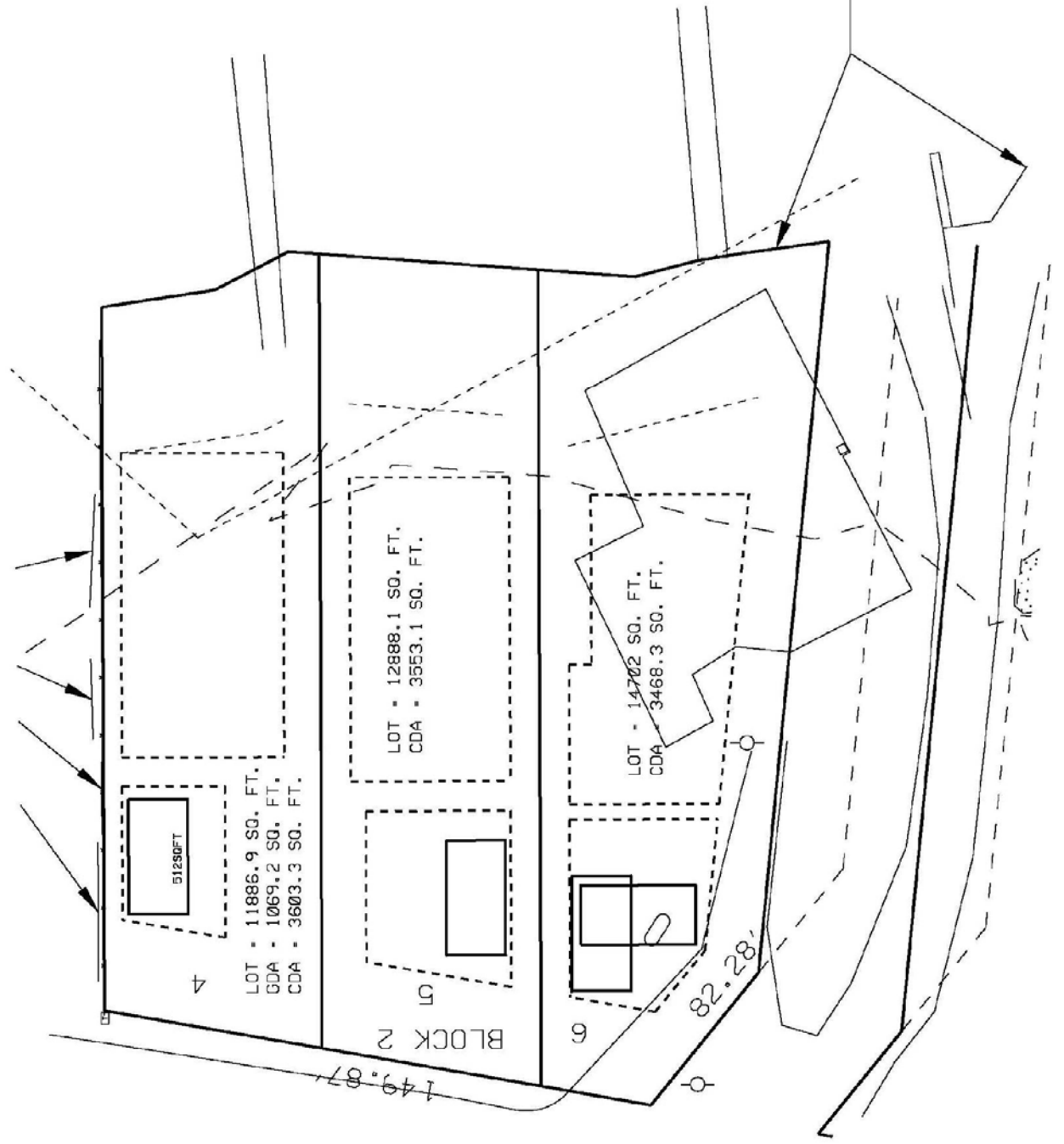
(including screened porches, covered deck surfaces and any deck surface above finished grades)

Garage Maximum lot coverage:

Block 1, Lots 1 thru 3	10%
Block 1, Lots 4 thru 5	8%
Block 1, Lots 6 thru 8	6%
Block 2, Lots 4 thru 6	5%

Building Envelopes (Block 1 Lots 1 – 7 & Block 2 Lots 4 – 6)

Building Envelopes shall be as indicated on the plot plan on the following page, subject to the above Lot Coverage restrictions.



Appendix A-3
Exterior Colors & Materials