

JOHN F. MAGNUSON

ATTORNEY AT LAW

ADMITTED IN IDAHO AND WASHINGTON

TELEPHONE

208•667•0100

FAX

208•667•0500

P.O. Box 2350

1250 NORTHWOOD CENTER COURT

SUITE A

COEUR D'ALENE

IDAHO 83816

GMR-W-03-01

-04
Bob

RECEIVED
FILED



2004 JAN -5 AM 8:48

IDAHO PUBLIC
UTILITIES COMMISSION

December 31, 2003

FACSIMILE and FIRST-CLASS MAIL

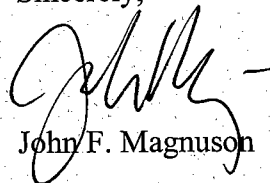
Robert E. Smith, Senior Auditor
Idaho Public Utilities Commission
P.O. Box 83720
Boise, ID 83720-0074

Re: Elkhorn Ranch Estates Water System

Dear Mr. Smith:

This letter follows your call of December 29. Enclosed you will find a copy of the "Declaration of Protective Covenants" for Elkhorn Ranch Estates, recorded June 14, 2000. The Covenants, at Section 2.M., retain within the developer (Round Mountain, LLC) the right to convey the water system to a non-profit homeowner's association. All lots were encumbered with this restriction and purchased subject to the same. If you need anything else, please let me know.

Sincerely,



John F. Magnuson

JFM/krn

Enclosure

cc: Round Mountain, LLC

1638546

DECLARATION OF PROTECTIVE COVENANTS

ELKHORN RANCH ESTATES KOOTENAI COUNTY, IDAHO

STATE OF IDAHO }
COUNTY OF KOOTENAI } SS
AT THE REQUEST OF
Round Mountain
JUN 14 4 36 PM '00
DANIEL J. ENGLISH
DEPUTY 24.08
FEES

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, **Round Mountain LLC**, an Idaho Limited Liability Company, is the owner of the following described real property legally described on the attached Exhibit "A" situated in the County of KOOTENAI, State of Idaho, which has been platted as **Elkhorn Ranch Estates**, a subdivision, recorded in Book I of Plats, Page 217A-D, records of the County Recorder, KOOTENAI County, Idaho on the 14th day of June, 2000, as Instrument Number 1638601, and that Round Mountain LLC does hereby make the following declaration as to the limitation, restrictions, and uses, to which the described property may be subject to and which shall constitute the protective or restrictive covenants concerning the described property attached as Exhibit "A".

1. No lot owner shall subdivide any lot in this subdivision.
2. Prior to the construction of any dwelling upon any lot, plans and specification and a site plan describing the improvements to be built on any lot must be presented to the Architectural Control Committee and must be approved in writing by said committee. The Architectural Control Committee consists of the following members:

Robert A. Bonuccelli P.O. Box 141449, Spokane, Washington 99214

Charles R. Potts, Jr. 4815 West Village Blvd., Rathdrum, Idaho 83858

The members of this committee may be changed from time to time.

- A. **COMMITTEE APPROVAL:** Each lot owner or purchaser is required to submit to the Architectural Control Committee the building plans, color scheme, site plan, and other plans and specifications as may be pertinent to any building, outbuilding or structure to be built. Construction shall conform to the approved plans.
- B. **CARE AND APPEARANCE OF LOTS:** Each lot owner or purchaser is expected to maintain his home, lot and the landscaping in a reasonably attractive manner so as to permit the entire subdivision to be attractive to all lots in the surrounding area. While satellite dishes are allowed, they must be located in rear yards and concealed from view as much as possible.

C. **STRUCTURES:** In general, homes constructed in this subdivision are to be single family residences. Each home must have at least a two (2) car attached garage. Shops, detached garages, and outbuildings are allowed, provided the exteriors of all building shall match the exterior of the residence, unless otherwise approved by the Architectural Control Committee. The intent is to keep all homes as compatible as possible with their natural surroundings and with each other

D. The orientation and location of the residences, detached garages and all outbuildings on the lots must be submitted to the Architectural Control Committee and must be approved in writing, prior to commencement of construction.

E. **MINIMUM SQUARE FOOTAGE AND SETBACKS:** The minimum square footage of living area for any single family residence is as follows:

- Single Family One Story Residence.....1,100 sq. ft.
- Two Story - No Basement Residence.....1,750 sq. ft.
- Multi-Level Daylight Basement Residence.....2,000 sq. ft.

Unless approved in writing by the Architectural Control Committee, each lot shall have a minimum setback of not less than 50 feet from the front property line and a minimum setback of not less than 30 feet from any side street. Construction shall conform to the latest requirements of the Uniform Building Code approved by KOOTENAI County Building Codes Department and KOOTENAI County Zoning Regulations.

F. **LIVESTOCK AND PETS:** Owners may keep horses and cattle for their own use, but not more than a combined total of one (1) per acre. Additionally, ordinary household pets may be kept, provided that they are not kept, bred or maintained for commercial purposes. Extra animals for 4-H projects must be approved in writing by the Architectural Control Committee.

G. **FENCES:** Fencing livestock must be of such nature as to keep the livestock within the confines of the owner's property. A minimum of Four (4) strand wire fence with posts being a maximum of 12 feet apart with adequate bracing on all corners. A single electric wire is not considered suitable. No fence shall be higher than six feet in height. All fencing along the lot frontage must be either pole, rail, or a decorative style approved by the Architectural Control Committee.

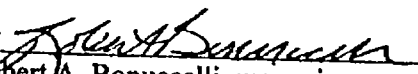
H. **EXTERIOR LIGHTING:** All exterior lighting must be of such intensity, focus, and placement as not to disturb surrounding property owners.


- I. **SIGNAGE:** All signs shall be approved in writing by the Architectural Control Committee. The maximum size of signs shall be four (4) square feet.
- J. **ROOFING:** Roofing material shall be a minimum of 25 year laminated architectural grade composition shingle, unless a variance is approved by the Architectural Control Committee. The minimum roof pitch on all structures must be 6/12, unless a variance is approved by the Architectural Control Committee.
- K. **EASEMENTS:** The recorded plat provides for drainage, utilities, telephone, water, electricity, sewer, natural gas, telecommunication, and cable T.V. easements. It is the intent of said easement to provide for the installation and maintenance of said above uses.
- L. **TEMPORARY FACILITIES:** No tents, trailers, mobile homes, and other structures of temporary nature for human habitation shall be allowed on the above platted lots without the unanimous approval in writing of the Architectural Control Committee, which shall restrict any permissible uses of this nature to emergence situation only and duration of not more than six (6) months. No logging trucks, tractors, trailers, boats or vehicles of similar nature will be allowed to be parked on the streets or in the front yards of these for more than seven (7) days.
- M. **WATER;** Domestic water will be furnished by the Round Mountain LLC with a monthly assessment for the proportionate costs of maintenance and operation of the system as established by rules and regulations adopted by Round Mountain LLC. Water connection will be available within the boundaries of this Plat at the utility areas reserved for said purposes. Each tract owner agrees to pay an applicable meter installation fee at the time of connection and future usage charges, which will be payable on a metered monthly basis at rates to be regulated by the P.U.C. of the State of Idaho, where applicable. Round Mountain LLC reserves the right to furnish water to properties outside the boundaries of this plat with excess capacity. Round Mountain LLC reserves the right to sell, merge or transfer (at its option) the water system it will install, to a homeowner's association or to a legally organized water district, or to a private individual or corporation, who would agree to operate said water system within the guidelines and regulations of the State of Idaho Public Utility Commission, where applicable. If the water system is sold or dedicated to a nonprofit homeowner's association, then each lot owner shall be required to be a member of said association and membership shall be available to all lot owners in Elkhorn Ranch Estates or any future additions. Round Mountain LLC reserves the right to contract for a "second source".
- N. **WATER USAGE:** Water will be delivered on a metered basis. The amount of

- 6. This Declaration of Protective Covenants for Elkhorn Ranch Estates will run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty years from the date of recording, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by seventy-five (75)% or more of the owners of the lots in the subdivision has been recorded agreeing to delete or amend these covenants.
- 7. This Declaration of Protective Covenants for Elkhorn Ranch Estates may be amended, altered and or deleted in whole or in part if agreed to in writing by seventy-five (75) % or more of the lot owners. No amendment or deletion shall apply to the water system servicing this subdivision without the written approval of the water system owner. No amendment or deletion shall apply to the drainage easements, swale easements and/or drainage structure easements without the written approval of Lakes Highway District.
- 8. Invalidation of any of these Protective Covenants of Elkhorn Ranch Estates by judgement or court order, or should any one of the protective covenants be in direct conflict with KOOTENAI County ordinances, shall not affect or invalidate any of the other Protective Covenants of Elkhorn Ranch Estates, which shall remain in full force and effect.
- 9. The water source and system provided by Round Mountain LLC shall be exclusive to these lots and no other system shall be allowed, except as outlined in paragraph 'M, under the heading Water.

Dated this 13th day of JUNE, 2000.

Round Mountain LLC

By 
Robert A. Bonuccelli, managing member

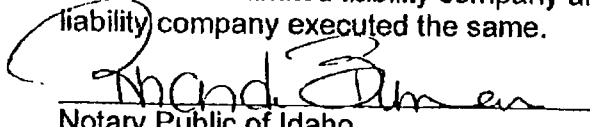
By 
Charles R. Potts, Jr., managing member

1638546

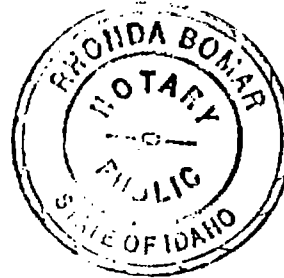
Attached to Declaration of Protective Covenants

STATE OF IDAHO)
)ss.
COUNTY OF KOOTENAI)

On this 13TH day of June, in the year of 2000, before me Rhonda Bomar, personally appeared Charles R. Potts, Jr. and Robert A. Bonuccelli, known or identified to me (or proved to me on the oath of), to be the manager or a member of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.



Notary Public of Idaho
Residing at: CDA
Commission Expires: 7/11/2000



1638546



Inland Northwest Consultants

ENGINEERS • SURVEYORS • PLANNERS

Exhibit A

THE SOUTHWEST QUARTER OF SECTION 3 TOGETHER WITH THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 52 NORTH, RANGE 4 WEST, BOISE MERIDIAN KOOTENAI COUNTY IDAHO.
MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 3;
THENCE SOUTH $89^{\circ} 18' 00''$ WEST, A DISTANCE OF 5107.09 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 3;

THENCE SOUTH $25^{\circ} 41' 50''$ EAST, A DISTANCE OF 2902.84 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, SAID POINT ALSO BEING 30 FEET NORTHERLY OF THE EAST WEST CENTERLINE OF SAID SECTION 10 AND THE TRUE POINT OF BEGINNING;

THENCE FROM SAID TRUE POINT OF BEGINNING NORTHERLY ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10, NORTH $0^{\circ} 23' 36''$ EAST, A DISTANCE OF 2631.35 FEET TO A POINT ON THE SOUTH LINE OF SECTION 3 BEING THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10;

THENCE WESTERLY ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3,
SOUTH $89^{\circ} 18' 09''$ WEST, A DISTANCE OF 1276.88 FEET TO THE SOUTHWEST CORNER OF SECTION 3;

THENCE NORTHERLY ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 3,
NORTH $0^{\circ} 28' 02''$ EAST, A DISTANCE OF 2647.90 FEET TO THE WEST QUARTER CORNER FOR SECTION 3;

THENCE EASTERLY ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 3,
NORTH $89^{\circ} 13' 37''$ EAST, A DISTANCE OF 2599.33 FEET TO THE CENTER OF SECTION 3;

THENCE SOUTHERLY ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 3,
SOUTH $1^{\circ} 27' 00''$ WEST, A DISTANCE OF 2652.64 FEET TO THE SOUTH QUARTER CORNER FOR SECTION 3;

1638546



Inland Northwest Consultants

ENGINEERS • SURVEYORS • PLANNERS

THENCE SOUTHERLY ALONG THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10,

SOUTH $0^{\circ} 17' 37''$ WEST, A DISTANCE OF 1334.92 FEET TO THE NORTHWEST CORNER OF THE WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 MARKED BY A $5/8''$ REBAR WITH PLASTIC CAP STAMPED "GEM STATE PLS 6602";

THENCE ALONG THE NORTHERLY AND EASTERLY LINES OF SAID WEST HALF OF THE WEST HALF OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 10 THE FOLLOWING TWO COURSES;

(1) NORTH $89^{\circ} 31' 43''$ EAST, A DISTANCE OF 319.23 FEET TO A $5/8''$ REBAR WITH PLASTIC CAP STAMPED "GEM STATE PLS 6602"; THENCE

(2) SOUTH $0^{\circ} 17' 40''$ WEST, A DISTANCE OF 1306.09 FEET TO A POINT BEING A $5/8''$ REBAR WITH PLASTIC CAP STAMPED "GEM STATE PLS 6602" SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY FOR SCARCELLO ROAD AND MEASURING 30 FEET NORTH OF THE EAST WEST CENTERLINE OF SECTION 10;

THENCE WESTERLY ALONG SAID NORTHERLY RIGHT-OF-WAY SOUTH $89^{\circ} 42' 50''$ WEST, A DISTANCE OF 319.52 FEET TO ITS INTERSECTION WITH THE EAST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SECTION 10 MARKED BY A $5/8''$ REBAR WITH PLASTIC CAP STAMPED "GEM STATE PLS 6602";

THENCE SOUTH $0^{\circ} 18' 28''$ WEST, A DISTANCE OF 5.01 FEET TO A POINT 25 FEET NORTHERLY OF SAID EAST WEST CENTERLINE OF SECTION 10;

THENCE WESTERLY ALONG A LINE PARALLEL WITH THE CENTER OF SECTION LINE;

SOUTH $89^{\circ} 41' 33''$ WEST, A DISTANCE OF 1281.01 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER;

THENCE NORTH $0^{\circ} 23' 36''$ EAST, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING; SAID DESCRIBED TRACT CONTAINING 243.79 ACRES (10,619,321 SQUARE FEET), MORE OR LESS.