

DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF PHASE I OF ESTATES WEST SUBDIVISION, WENDELL, IDAHO

KNOWN ALL PERSONS BY THESE PRESENCE:

THAT THE UNDERSIGNED, GEOMART DEVELOPMENT, LLC, OWNER OF ALL THE PROPERTY EMBRACED WITHIN ESTATES WEST SUBDIVISION, WENDELL, IDAHO, HEREBY CREATE AND DECLARE THE FOLLOWING RESTRICTIONS TO BE COVENANTS RUNNING WITH ALL PARCELS OF ESTATES WEST SUBDIVISION, WENDELL, IDAHO, ACCORDING TO THE OFFICIAL PLAT THEREOF. THE UNDERSIGNED OWNER, DECLARES THAT THE PREMISES LEGALLY DESCRIBED HERETO, ALSO KNOWN AS THE ESTATES WEST SUBDIVISION ARE TO BE HELD AND HEREINAFTER CONVEYED SUBJECT TO THE FOLLOWING RESTRICTIONS, RESERVATIONS AND COVENANTS, NAMELY:

1. COVENANT RUNNING WITH THE LAND

THESE COVENANTS, CONDITIONS, RESTRICTIONS AND RESERVATIONS HEREIN SHALL APPLY TO AND RUN WITH THE CONVEYED LAND AND ALL SUCCESSIVE FUTURE OWNERS AND OCCUPANTS THEREOF SHALL HAVE THE SAME RIGHT TO ENFORCE THE COVENANTS, CONDITIONS, RESTRICTIONS, AND RESERVATIONS AS THE ORIGINAL PARTIES TO THIS DOCUMENT.

2. LAND USE

- A. EACH PARCEL SHALL BE GIVEN A NUMBER FOR COMMON REFERENCE, PREFIXED BY THE WORDS ESTATES WEST SUBDIVISION LOT _____.
- B. EACH PARCEL SHALL BE USED FOR SINGLE FAMILY RESIDENTIAL PURPOSES ONLY WITH THE EXCEPTION THAT TWO LOTS CAN BE COMBINED FOR THE PURPOSES OF CONSTRUCTING TWO (2) TOWNHOUSES THEREON.
- C. NO HOME-BUSINESS WILL BE ALLOWED. ALL FRONT YARDS AND DRIVEWAYS WILL BE KEPT FREE OF ALL NON-RUNNING MOTOR VEHICLES AND/OR UNSIGHTLY TRASH.
- D. NO PARCEL SHALL DISPLAY ADVERTISING, EXCEPT THAT A SIGN NO LARGER THAN SIX SQUARE FEET MAY BE PLACED WITHIN THE BUILDING SETBACK TO ADVERTISE A PARCEL OR RESIDENCE FOR SALE. TWO TEMPORARY SIGNS PLACED BY THE DEVELOPERS MAY BE DISPLAYED FOR NOT MORE THAN FIVE YEARS.
- E. NO TREES, SHRUBS OR PLANTS KNOWN TO BE SUBJECT TO NOXIOUS PEST INFESTATION MAY BE PLANTED OR ALLOWED TO BE GROWN ON ANY PARCEL EXCEPT EXISTING RUSSIAN OLIVE TREES. THE OWNERS OF UNDEVELOPED LOTS SHALL NOT BE ALLOWED TO PERMIT FOLIAGE OR PLANTS WHICH WOULD BE AN EYESORE OR A FIRE HAZARD, IN THE SALE AND EXCLUSIVE JUDGMENT OF THE ARCHITECTURAL COMMITTEE.
- F. NO ANIMALS OR LIVESTOCK OF ANY KIND MAY BE RAISED, KEPT OR BRED FOR ANY PURPOSES, INCLUDING BUT NOT LIMITED TO SWINE, HORSES, CATTLE, SHEEP, GOATS, RABBITS, ETC. DOGS OR CATS CANNOT BE RAISED FOR COMMERCIAL SALE.
- G. ALL PROPOSED OR PLANNED CONSTRUCTION MUST BE SUBMITTED TO THE ARCHITECTURAL COMMITTEE IN THE FORM OF A PLAN WITH SPECIFICATIONS, AND BE APPROVED PRIOR TO COMMENCING CONSTRUCTION. THE ARCHITECTURAL COMMITTEE WILL CONSIDER APPLICATIONS UPON CONSTRUCTION QUALITY DESIGN, CONFORMANCE WITH THESE COVENANTS AND LAND PLACEMENT.

- H. NO NOXIOUS OR OFFENSIVE ACTIVITY MAY BE CARRIED ON UPON THE LAND.
- I. NO STRUCTURE OF TEMPORARY NATURE SHALL BE USED ON ANY PARCEL AT ANY TIME AS A RESIDENCE, EITHER TEMPORARY OR PERMANENT, EXCEPT IN CONNECTION WITH A RESIDENTIAL CONSTRUCTION PROJECT.
- J. NO LOT SHALL BE USED OR MAINTAINED AS A DUMPING GROUND. RUBBISH, TRASH, GARBAGE OR OTHER WASTE SHALL NOT BE KEPT ON ANY LOT, EXCEPT IN CLEAN, SANITARY CONTAINERS CONCEALED FROM PUBLIC VIEW AND SUBJECT TO REGULAR PICK-UP AND DISPOSAL. NO ABANDONED PERSONAL PROPERTY MAY BE PRESENT ON ANY LOT AT ANY TIME. (PERSONAL PROPERTY MUST BE KEPT WITHIN AN ENCLOSED STRUCTURE ON THE PROPERTY EXCEPT FOR OPERABLE MOTOR VEHICLES LAWFULLY PARKED ON OR ABOUT THE PREMISES.)
- K. EVERY LOT OWNER SHALL BE RESPONSIBLE TO KEEP HIS OR HER LOT FREE FROM NOXIOUS WEEDS.
- L. NO COMMERCIAL STOCK IN TRADE OR FIXTURES FOR STOCK IN TRADE MAY BE KEPT OR STORED UPON ANY PARCEL.
- M. NO PARKING IS ALLOWED ON ANY SIDEWALK.

3. ARCHITECTURAL CONTROL

- A. THE INITIAL ARCHITECTURAL COMMITTEE SHALL BE THE TWO INDIVIDUALS WHO HAVE SIGNED THEIR DECLARATION. THE ARCHITECTURAL COMMITTEE MUST APPROVE OR REJECT A PLAN IN WRITING WITHIN THIRTY, (30), DAYS OF THE DATE IT IS SUBMITTED OR WITHIN THIRTY, (30), DAYS OF THE DATE OF REVISION OF EACH PLAN SUBMITTED.
- B. IT IS THE RESPONSIBILITY OF EACH PERSON SUBMITTING A PLAN TO THE ARCHITECTURAL COMMITTEE TO SEE THAT IT IS DATED AT THE TIME IT IS SUBMITTED AND THAT THE ARCHITECTURAL COMMITTEE VERIFIES THAT DATE WITH INITIALS OR A SIGNATURE.
- C. THE ARCHITECTURAL COMMITTEE WILL CONSIDER AN APPLICATION UPON CONSTRUCTION QUALITY, DESIGN COMPATIBILITY, CONFORMANCE WITH THESE COVENANTS AND PLACEMENT UPON THE PROPERTY.
- D. THE APPROVAL OR REJECTION BY THE ARCHITECTURAL COMMITTEE IS NOT INTENDED TO STATE OR IMPLY THAT SAID CONSTRUCTION DOES OR DOES NOT MEET THE REQUIREMENTS OF ANY OR ALL GOVERNMENT REGULATIONS OR RESTRICTIONS. IT IS THE RESPONSIBILITY OF EACH APPLICANT AND LANDOWNER TO ADHERE TO THE PRESENT STANDARDS REQUIRED BY THE CITY OF WENDELL, ANY UTILITIES, INCLUDING, BUT NOT LIMITED TO US WEST, IDAHO POWER, CABLE TELEVISION, SOUTH CENTRAL HEALTH DISTRICT, AND THE IDAHO DEPARTMENT OF WATER RESOURCES.
- E. ONCE A RESIDENCE IS ERECTED, AND PRIOR TO OCCUPANCY THEREOF, THE PROPERTY OWNER, AT HIS OR HER EXPENSE, SHALL HAVE THE FRONT YARD LANDSCAPED FROM THE SIDEWALKS TO THE FRONT OF THE CONSTRUCTION WITH GRASS, TWO TREES WITH A MINIMUM OF TWO (2) INCH TRUNKS, AUTOMATIC SPRINKLERS SYSTEM AND SHRUBBERY. LOTS SHALL BE AESTHETICALLY

ATTRACTIVE IN LANDSCAPING AND APPEARANCE OF THE HOUSE, BOTH FRONT AND BACK.

4. BUILDING

- A. THE MINIMUM LIVING AREA OF ANY RESIDENCE SHALL BE AT LEAST 1,050 SQUARE FEET FOR SINGLE-LEVEL HOMES, AND 700 SQUARE FEET GROUND LEVEL FOR MULTI-LEVEL HOMES WITH A TOTAL FINISHED LIVING AREA OF AT LEAST 1,200 SQUARE FEET. ROOFS SHALL HAVE A 3 IN 12 PITCH AND A MINIMUM OF 12 INCH EAVES WITH A SHINGLED ROOF.
- B. EACH PARCEL SHALL HAVE A DRIVEWAY AND CARPORT OR GARAGE FOR NOT LESS THAN TWO, (2) VEHICLES WITH AN APPROACH FROM THE STREET WITH SAID APPROACHES TO CONFORM WITH WENDELL CITY REQUIREMENTS. ALL GARAGES OR CARPORTS WILL BE INTEGRATED WITH THE HOME FLOOR PLAN BEING DESIGNED AS GARAGE READY. ANY EXCEPTION TO THIS MUST BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
- C. ONLY A RESIDENCE CONSTRUCTED OF LUMBER, STEEL, CINDER BLOCK, PUMICE, OR CONCRETE IS ALLOWED. IF CINDER BLOCK, PUMICE, CONCRETE OR STEEL CONSTRUCTION IS USED, SAID MATERIAL MUST BE FACED OVER ITS ENTIRE EXTERIOR WITH LUMBER, BRICK, NATURAL STONE, OR OTHER ARCHITECTURAL COMMITTEE APPROVED COVERING. ALL FENCING SHALL BE APPROVED BY THE ARCHITECTURAL COMMITTEE.
- D. NO VEHICLES, BOATS OR CAMPERS MAY BE KEPT OUTSIDE OF A STRUCTURE IF IT IS NOT CAPABLE OF PERFORMING ITS FUNCTION IN ITS PRESENT CONDITION. THOSE VEHICLES, BOATS OR CAMPERS THAT ARE NOT CAPABLE OF PERFORMING THEIR DESIGNED FUNCTION MUST BE KEPT IN AN ENCLOSED STRUCTURE.
- E. CONSTRUCTION OF THE DWELLING AND ASSOCIATED STRUCTURE SHALL PROCEED DILIGENTLY AND CONTINUALLY FROM THE TIME OF COMMENCEMENT THEREOF UNTIL THEY ARE FULLY COMPLETED.
- F. BUILDERS OR OWNERS SHALL BE REQUIRED TO PAY SEWER AND WATER CONNECTION FEES TO THE CITY OF WENDELL WHEN ACQUIRING A BUILDING PERMIT.
SUCH IS NOT THE RESPONSIBILITY OF THE DECLARANT OR THE DECLARERS OF THE PROPERTY.

5. EASEMENTS

EACH OWNER DOES HEREBY GRANT A UTILITY EASEMENT FOR INGRESS AND EGRESS THROUGH LOTS AS SHOWN ON THE SUBDIVISION PLAT.

6. TERM

THESE COVENANTS ARE TO RUN WITH THE LAND AND BE BINDING ON ALL PARTIES AND ALL PERSONS CLAIMING UNDER THEM FOR A PERIOD OF FIFTEEN, (15), YEARS, AFTER WHICH TIME THEY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE PERIODS OF TEN (10), YEARS UNLESS AN INSTRUMENT SIGNED BY A MAJORITY OF THE THEN LANDOWNERS HAS BEEN RECORDED AGREEING TO CHANGE SAID COVENANTS IN WHOLE OR IN PART.

7. ENFORCEMENT

ENFORCEMENT SHALL BE BY PROCEEDING AT LAW OR IN EQUITY AGAINST ANY PERSON

OR PERSONS VIOLATING OR ATTEMPTING TO VIOLATE ANY COVENANT EITHER TO RESTRAIN VIOLATION OR TO RECOVER DAMAGES.

8. SEVERABILITY

INVALIDITY OF ANY ONE OF THESE COVENANTS BY JUDGMENT OR COURT ORDER SHALL IN NO WAY AFFECT ANY OF THE OTHER PROVISIONS WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

9. BINDING EFFECT

THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL INSURE TO THE BENEFIT OF, AND BE BINDING UPON THE HEIRS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS OF THE RESPECTIVE PARTIES TO THESE DECLARATION OF RESTRICTIVE AND PROTECTIVE COVENANTS OF THE ESTATES WEST SUBDIVISION, WENDELL, IDAHO.

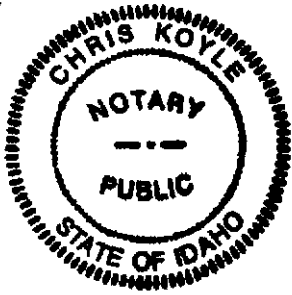
DATED THIS 22 DAY OF OCTOBER, 1999 ^{GEORGE} IN ~~WENDELL~~, IDAHO


GEORGE AMBROSE, GEOMART DEVELOPMENT, LLC

STATE OF IDAHO)
) ss.
County of Gooding)

On this 22nd day of October, 1999, before me, a Notary Public, personally appeared George Ambrose, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Subscribed and sworn to before me the day and year last above written.



Chris Koyle
Notary Public for Idaho
Residing at: Gooding
My commission expires 3.11.05

182998
STATE OF IDAHO COUNTY OF GOODING
Filed for record of the county of George Ambrose
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by Penny Archuleta