

INSTRUMENT NO. 86987

State of Idaho)
County of Adams) ss.

Filed for record at the request of

Jonathan Koch

30 min. past 1 o'clock P.M.

this 7th day of Nov, 1994

MICHAEL FISK, RECORDER

by Deputy
Deputy

Fee \$54⁰⁰

DECLARATION OF PROTECTIVE COVENANTS -- PAGE 1

DECLARATION OF PROTECTIVE COVENANTS
CONDITIONS AND RESTRICTIONS
RIDGEVIEW ESTATES

For Platted Lands - See Attached Legal Description, Exhibit A.

THIS DECLARATION made this 13th Day of December 1993, by
Jonathan Koch, hereinafter called "Developer".

WHEREAS Developer desires to provide for the preservation of the
values and amenities in said Community, and to this end, the
covenants, conditions, restrictions, easements, charges and liens
hereinafter set forth, each and all of which is and are intended for
the mutual benefit of said property and of each owner of a portion
thereof;

NOW, THEREFORE, the Developer declares that the real property in
Article II, and such additions thereto as may be made pursuant to
Article II hereof, is and shall be held, transferred, sold, conveyed
and occupied subject to covenants, conditions, easements, charges,
and liens hereinafter set forth.

ARTICLE I.

DEFINITIONS.

Section 1.01.

Architectural Control Committee:

The term "Architectural Control Committee" shall mean the
committee created pursuant to Article IV.

Section 1.02.

Committees:

The term "Committee" shall mean the Architectural Control
Committee.

Section 1.03.

Community:

The term "Community" as used herein shall refer to the Existing
Properties considered as a whole.

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Section 1.04.

Declaration:

The term "Declaration" shall mean this Declaration of Protective Covenants, Conditions and Restrictions contained herein.

Section 1.05

Developer:

The term "Developer" shall refer to Jonathan Koch, his successors and assigns.

Section 1.06.

Development:

The term "Development" shall include the Existing Properties and any additional land brought within the scheme of this Declaration.

Section 1.07.

Dwelling, Dwelling Units:

The terms "Dwelling" and "Dwelling Units" are interchangeable and shall mean any building or portion thereof located on a parcel and designed and intended for use and occupancy as a single family residence.

Section 1.08.

Existing Properties:

The term "Existing Properties" shall mean that real property described in Article II.

Section 1.09.

Improvements:

The term "Improvements" shall include buildings, outbuildings, roads, driveways, parking areas, fences, screening walls, retaining walls, stairs, decks, hedges, windbreaks, plantings, planted trees and shrubs, poles, signs and all other structures or landscaping improvements of every type and kind.

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the prior written approval of the Architectural Control Committee is obtained. such approval to be obtained in the same manner as for new construction.

C.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than 30 days each calendar year, except with special permission of the Architectural Control Committee.

D.

A residence shall contain a minimum of 1,000 square feet of living space and shall be a minimum of 20 feet in width. All construction must be of good quality and done in a good workman-like manner. Structures shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill or similar object.

E.

No exterior surfaces of any structure shall be painted other than earth tones and no reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick, but may be a manufactured product, such as wood manufactured siding. The Architectural Committee may approve other siding materials and colors if the Committee feels that its use would be appropriate within the Community.

F.

To a reasonable extent, no structure shall block another owner's view of any object of natural beauty such as a creek or mountain.

G.

TV Satellite dishes must be screened from view of the road and other homes and be first approved by the Architectural Committee. Acceptable screening shall be with fencing or landscaping that is of natural materials and blends in with the rest of the Community.

H.

All residences must be placed directly on a permanent cement foundation which would run continuously around the outside perimeter of the house.

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Section 1.10.

Lot:

The term "Lot" shall mean any parcel of real property designated for single family residential use on the Recorded Plat of the Existing Properties.

Section 1.11.

Owner:

The term "Owner" shall refer to that person or entity or those persons or entities who hold the ownership interest in any Lot as shown on the records of the County Recorder, Adams County, Idaho; such term shall also include any person, persons, entity or entities who succeed to such recorded interest by any means.

Section 1.12.

Record, Recorded:

The term "Record" or "Recorded" shall mean, with respect to any documents, the recordation of said document in the Office of the County Recorder, Adams County, Idaho.

Section 1.13.

Residence:

The term "Residence" shall mean a building or buildings including any garage, carport or similar outbuilding, used for residential purposes.

Section 1.14

Single Family Residential Use

The term "Single Family Residential Use" shall mean the occupation and use of a single family dwelling in conformity with this Declaration and any requirements imposed by applicable zoning laws or other state or municipal agencies, rules or regulations.

Section 1.15.

Structures:

The term "Structure" shall include buildings outbuildings, roads, driveways, parking areas, fences, walls, stairs, decks and poles.

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ARTICLE II.

PROPERTY SUBJECT TO THIS DECLARATION.

Section 2.01

Existing Property:

The real property which is, and shall be held, transferred sold, conveyed and occupied subject to this declaration is located in Adams County, Idaho, and is more particularly described as follows:

See exhibit "A" attached hereto.

All of the above-described property shall hereinafter be referred to as "Existing Property."

ARTICLE III.

PROTECTIVE COVENANTS.

Section 3.01.

Land Use and Living Units:

All of the subject lots in the Existing Property shall be used and occupied solely for single family residential purposes. All single family residences shall be subject to the following conditions and limitations:

A.

No buildings other than one detached residence, a private garage for the use of the occupants of such residence, and such other usual and appropriate outbuildings strictly incident and appurtenant to a private residence shall be erected or maintained on any parcel. No use whatsoever shall be made of any parcel herein other than as the site and grounds of private residence. The term "private residence" as used herein is intended to exclude every form of multi-family dwelling, boarding or lodging house, sanitarium, hospital and the like.

B.

No structure of a temporary character, to specifically include mobile homes, basement, shack, garage, barn or other outbuilding shall be used on any parcel at any time as a residence, either temporarily or permanently except during the period of construction as defined and limited by Article IV; nor shall any residential structure be moved on to any parcel from any other location unless

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Section 3.02.

Dwelling Location

No dwelling structure or any part thereof (including a garage or other outbuilding whether or not physically a part of such dwelling) shall be erected or allowed to remain on any parcel nearer than twenty feet from the property line on the street side, or 7.5 feet to a boundary of a subdivision or a section, or side or rear property line which is not a section subdivision line or street side, or a minimum of two-thirds the height of the structure, whichever is greater.

Easements and right-of-way, as indicated upon the recorded Plat of this development, are reserved for the purposes of ingress and egress, the installation and maintenance of public and private utilities, and no building or improvements shall be placed upon such easements or interference made with the free use of the same for the purposes intended.

Section 3.03.

Landscaping.

All of the parcels shall be properly cared for at all times so as to maintain a good appearance to the public view. The owner of each such parcel, upon erecting a single family residence or other approved structure thereon shall provide and maintain a minimal natural landscaping on the rear and side portions of the parcel as well as the front parcel area. All disturbed areas shall be re-established with native vegetation. In the event of neglect to properly maintain and care for any such parcel, or to provide for such minimal landscaping, the Architectural Committee shall have the right, but shall have no obligation, to have the necessary work performed on any parcel to keep it from presenting an unsightly appearance, the charges for work so performed to be billed to, and paid for, by the owner or owners of such parcel and become a lien upon the property.

All outdoor lighting shall be placed in such a manner and be of such a kind that it will not project light horizontally, so that no bright or glaring light shall be obvious within the development.

The cutting of any live trees more than four (4) inches in diameter, 30 inches above the ground, shall require the prior approval of the Architectural Committee. Further provided that after construction of the residence, the lot owner is required to plant two trees per lot owned. These trees are to be conducive to this particular area and climate.

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All landscaping, exterior structure surfaces, dimensions, and location on the lot shall be approved by the Declarant or Architectural Committee, prior to commencement of any work thereon. No structure or landscaping shall detract from the attractiveness or desirability of Ridgeview Subdivision.

Section 3.04.

Animals.

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in the Development other than dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. No more than two adult dogs will be allowed per lot. Provided further that the same shall not be allowed to run at large and must be kept and maintained upon the property of the owner thereof.

Section 3.05.

Garbage, Refuse Disposal and Storage of Materials

A.

No parcel shall be used or maintained as dumping ground from rubbish, trash, junk, or other waste materials. All such waste of this nature must be kept in sanitary containers out of the sight of the street and secure from access by domestic or wild animals and must be removed from the parcel at least once each week. All equipment for the storage or disposal of such waste material shall be maintained in a clean and sanitary condition at all times.

B.

All snowmobiles, boats, boat trailers, unlicensed vehicles, travel trailers, camper trailer, mobile homes, automotive campers or any other similar property stored on any parcel shall be stored on the rear portion of such parcel, and, if such storage is intended to be of a permanent nature, said property shall be stored in an enclosed building of permanent design. None of the aforementioned items shall ever be parked in the front yard of any parcel, nor on the streets of this development for more than three (3) days. Temporary storage shall not exceed 30 days in any given calendar year.

C.

Adequate space shall be provided on each parcel for off-street parking of all of the owner's personal automobiles.

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D.

No building materials of any kind shall be placed or stored upon any parcel until the owner thereof is ready and able to commence construction, and then such materials shall be placed and kept neatly within the property lines of such parcel.

E.

No burning of any household garbage, trash or other noxious refuse shall be permitted on any parcel.

Section 3.06.

Nuisances.

Discharge of firearms is strictly prohibited and no one shall perform in said community any activity which is noxious or offensive or an annoyance or nuisance to the owner of any lot, or involves the pollution of the earth or water of, or the air over, any part of the Development, or creates noxious, offensive, annoying, or dangerous odors or noises or visual or tactile conditions, or creates or leaves a residue of non-degradable substances. This includes, but not limited to the operation of all-terrain vehicles, snow machines, musical instruments, barking dogs, etc. Whether violation of this sub-paragraph has occurred shall be determined by the Declarant of the Architectural Committee.

Section 3.07.

Prohibited Lot Uses.

A.

There shall be no mining, smelting or milling of ores or similar mineral operations within the Community.

B.

No outdoor privy or any common cesspool shall be installed on any parcel at any time.

C.

Nothing shall be done or kept on any parcel by any person which will increase the rate of insurance on any other parcel or which will result in the cancellation of any insurance or which constitutes a violation of any law.