

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SUBDIVISION OF LOT 5  
KESKA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

A. Application

1. Establishment and Enforcement. The undersigned ESTATE OF IRMA C. KESKA, deceased, hereinafter called Declarant, to carry out the purposes herein recited, hereby declares that the real property situate in Adams County, Idaho, hereinafter described, all of which is owned by Declarant and collectively referred to herein as "tract" shall be subject to the protective covenants hereinafter set forth which are established as a plan for the general and uniform improvement of said tract and for the mutual benefit of Declarant and all of its successors in ownership of any portion of said tract, and as amended from time to time as hereinafter provided, are hereby declared to run with the land and to bind the Declarant and all persons claiming under it until terminated. To this end these covenants shall be specifically enforceable by Declarant and by those successors to and assigns of Declarant who directly or through mesne conveyances become and at the time remain the owners of any lot in or part of the said tract.

2. Description of Tract. The premises owned by Declarant and to which these covenants apply are more particularly described as follows, to-wit:

Lots 5-B, 5-C and 5-D in the Subdivision of Lot 5,  
Keska Subdivision, according to the official plat  
thereof on file and of record in Book 2, at page 19,

of Plats, in the office of the Recorder of Adams County, Idaho.

3. Delineation of the Dominant and Servient

Tenements. Said tract as a whole is hereby declared to constitute the dominant tenement for the benefit of every lot in which and every part of which these covenants are created, and each lot in said tract is hereby declared also to be the servient tenement hereby made subject to these restrictions as a mutual equitable servitude on each for the benefit of the others. Each person who accepts ownership of any interest in any lot subject to these covenants thereby irrevocably indicates his consent to assume all of the risks and perform all of the obligations herein imposed on the owner of a servient tenement, including those in Article B hereof.

4. Definitions. (a) A "lot" is a parcel designated as such on a recorded map of any part of said tract.

(b) "Owner" means one or more persons owning title to a lot of record, unless the lot is then being sold under an executory contract of sale, in which latter case the contract buyer is meant, but not in any case the holder of a mortgage or other security interest, easement, lien, encumbrance, or leasehold.

B. The Protective Covenants. The following are the protective covenants hereinabove referred to:

1. Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one single-family residence on any one lot, by not more than one family, all of whose members shall be related to one another by blood or marriage, plus

such of its servants and guests as may reside with it temporarily. Garages and out-buildings in connection with said residences shall be permitted.

No commercial activity of any kind shall be permitted on any lot.

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.

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

Landscaping shall include any alteration of the natural surface of the land including the removal or addition of any plant, trees, or shrubs, with the exception of normal lot clean-up and maintenance.

All landscaping, exterior structure surfaces, dimensions, and location on lot shall be approved by the Declarants prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

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. Prior to construction samples of such materials must be approved by the Declarants.

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

No trailer, basement, tent, shack, garage, barn, motor home, mobile home or other outbuilding shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence except during construction as hereinafter set forth in Section 6(b)&(c) hereof.

3. Set Back Lines. No structure or any part thereof shall be located upon any lot nearer than 50 feet to the front lot line nor nearer than 50 feet to any side street line. No structure shall be located nearer than 25 feet to any interior lot line. No structure for human habitation or any part thereof shall be located on said lots 5-B, 5-C and 5-D below the top of the slope as shown on the recorded plat.

4. Lot Subdivision. No lot may be further subdivided.

5. Animals. Except as hereinafter provided, no animals, livestock or poultry of any kind shall be raised, bred or kept on any lot in such tract other than dogs, cats or other household pets may be kept, provided that the same are not kept, bred or maintained for commercial purposes. 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.

Provided, further, one horse, cow or steer may be kept and maintained on such lot for each full acre thereof.

6. Nuisances. (a) Discharge of firearms is strictly prohibited and no one shall perform on said tract 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 said tract, 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. Whether a violation of this sub-paragraph has occurred shall be determined by Declarants.

(b) All lots are to be maintained in a neat and tidy fashion and no debris, refuse, garbage, or junk shall be deposited or left upon any lot at any time. No building materials shall be deposited or left upon any lot except in orderly and sightly piles and then only for a reasonable period of time during the construction of any structure. A reasonable construction time shall not exceed a consecutive two year period of time from the date that any excavation or construction commences or any building materials are place on a lot.

(c) A motor home, or trailer home, including 5th wheel trailers may be placed on a tract during construction, as described in section 2 above.

(d) No vehicle, motor home, trailer home, boat, camper, trailer, machine, motorcycle, snow machine, no machinery of any kind, except as provided in 6 (c) above, shall be stored on any lot unless screened from view of neighbors and public roads.

(e) The burning of wood, oil or gas for heating or cooking purposes, or of wood or leaves for cleanup purposes, shall not violate this covenant.

7. Signs. No sign of any kind containing more than one and one half (1 1/2) square feet shall be displayed to the public view on any lot.

8. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

9. Fences. No fence, wall or hedge higher than four feet shall be erected or maintained on said lots or any thereof, save and except, however, with the consent in writing of all adjoining lot owners, first had and obtained, a fence, wall or hedge of not to exceed six feet in height may be erected and maintained around any lot, or portion thereof. Provided, however, this sub-section is subject to the limitations set forth in Section 8 above and further is subject to approval of the Declarant.

10. Exception to Declarants. The Declarant shall be exempt from these covenants during the period it is engaged in selling any lots within the tract.

11. Septic System. On said lots 5-B, 5-C and 5-D septic systems shall be constructed on the sites designated on each such lot by the letter "D" within a rectangle. All septic systems shall be constructed in accordance with the requirements, standards, and recommendations of the South West District Health Department. Approval of such systems, as installed, shall be obtained from such health district.

12. Irrigation Water. Declarant is under no obligation to deliver irrigation water, or to furnish rights of way in connection with the delivery of domestic or irrigation water to any lot or building site in the Subdivision.

13. Enforcement. These protective covenants may be enforced by any persons or entities entitled to enforce these covenants as set forth in Article A hereof, through action for injunction and or damages (including attorney's fees to be fixed by the Court).

14. Amendments. These covenants may be amended or terminated or parts thereof may be added or deleted, from time to time, by the then owners of at least 2/3 of the lots in said tract, by a writing which they execute and cause to be recorded in the office of the County Recorder of Adams County, Idaho.

15. Severability and Interpretation. Invalidity of any part of this declaration shall not affect any other part hereof.

Examples shall be for illustrative purposes and are not limiting in any way the overall desire to enhance the value, attractiveness, and desirability of the tract. Where applicable the plural and singular are interchangeable as are the masculine and feminine.

16. Term. The covenants, conditions, restrictions and equitable servitudes of this Declaration shall run until December 31, 2022, unless amended as herein provided. After December 31, 2022, such covenants, conditions and restrictions shall be automatically extended for successive periods of ten (10) years each, unless amended or extinguished by a written instrument executed by at least two thirds (2/3) of the then lot owners and such written instrument is recorded with the Adams County Recorder.

IN WITNESS WHEREOF, the Declarant has caused this document to be executed this 20th day of August, 1998.

Estate of Irma C. Keska

By Dennis C. Wagner  
Dennis C. Wagner  
Trust Officer, U.S. Bank of Idaho  
formerly West One Bank  
Personal Representative of said  
Estate of Irma C. Keska, deceased

STATE OF IDAHO            )  
  ) ss.  
County of                    )



On this 26<sup>th</sup> day of August, 1998, before me the undersigned a notary public in and for said state, personally appeared Dennis C. Wagner, known to me to be the person whose name is subscribed to the within instrument as Trust Property Officer, U.S. Bank of Idaho, Personal Representative of the Estate of Irma C. Keska, Deceased, and acknowledged to be that he executed the same as such trust property officer of U.S. Bank of Idaho, personal representative of the Estate of Irma C. Keska, deceased.

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



Lisa M. Allen  
Notary Public for Idaho  
Residing at Boise, Idaho  
My Commission Expires: 6/11/2004

INSTRUMENT NO. 94578  
State of Idaho )  
County of Adams ) ss.

Filed for record at the request of  
Timberline Title & Escrow  
00 min. past 1 o'clock P.M.  
this 26 day of August, 19 98  
MICHAEL FISK, RECORDER  
by Deputy Fisk  
Deputy  
Fee \$27.00