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RIGBY, JEFFERSON, IDAHO
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Index to: PROTECTIVE COVENANTS

331970

**DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS
FOR THE LAKE SUBDIVISIONS AT**

Hunter Creek

**JEFFERSON COUNTY
RIGBY, IDAHO**

THIS INDENTURE AND DECLARATION, running with the land, made this day by H & S Development, LLC an Idaho Limited Liability Company. (The "Declarant")

WITNESSETH,

Whereas, Declarant is the owner in fee of all the land contained within the boundaries of HUNTER CREEK SUBDIVISION located in Jefferson County, Idaho, legally described as follows:

(INSERT LEGAL DESCRIPTION).
See Attachment

WHEREAS, Declarant desires to impose certain protective covenants upon the real property for the mutual benefit of all owners, present and future,

I. RESIDENTIAL AREA COVENANTS

- 1- **LAND USES.** No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain upon any of the lots in said addition other than one attached single family dwelling, not to exceed two stories in height, two or three private garages for personal use only, and other outbuildings as approved by the Architectural Control Committee.
- 2- **ARCHITECTURAL CONTROL.** No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. The topography or grade on any lot shall not be altered so drainage water will or could run on any other lot. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval must be received by the Architectural Control Committee.
- 3- **DWELLING COST, QUALITY AND SIZE:** No dwelling shall be permitted on any lot at a cost of less than \$100,000 based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenant to assure that all dwellings shall be of a quality of workmanship and materials, and that as each home is built, it shall enhance the value of the other homes in the subdivision. The ground floor area of the main structure, exclusive of one story open porches and garages, shall not be less than 1500 square feet for a one story dwelling, nor less than 2000 square feet for a dwelling of more than one story above ground. All dwelling shall be of "stick built on site" variety. Mobile homes, manufactured housing and modular homes are specifically not permitted. Exterior finish shall be of brick, stone, stucco, wood siding or vinyl siding. It is required to have brick, stone or stucco on the front of home, a minimum of 30% coverage unless otherwise approved by the Architectural Control Committee. Exterior materials must be earth tone colors. Any pastel colors, specifically pink, blue, yellow, orange, and green or any variations thereof are prohibited. The required slope of the roof on the personal dwelling shall be at least a 6/12 pitch. Personal dwellings shall have a finished concrete driveway extending from the garage door opening the full length of the required setback adjoining the sidewalk and street. Asphalt driveways are prohibited.
- 4- **BUILDING LOCATION.** No building shall be located on any lot nearer to the front line or nearer to side street line than 20 feet to the front lot line or nearer than 10 feet to any side street line. No building shall be located nearer than 5 feet to an interior lot line. For the purpose of this section, eaves, steps, and open porches shall be considered as a part of the building.

- 5- **EASEMENTS.** The owner of each portion of said premises shall without further cost, allow such right of way and easements from time as may be necessary for maintenance of any electrical power, telephone line, gas lines, water lines, sewer lines, irrigation ditches, and drainage facilities reasonably necessary for the benefit of any other portion of said premises, provided that such rights of way and easements shall be exercised without doing any more damage than reasonably necessary to the lot involved.
- 6- **NUISANCES.** No noxious or offensive activity shall be carried on upon any portion of said property, which may be or may become an annoyance or nuisance to the neighborhood. This includes any activity or practice prohibited by law, ordinance, or regulation lawfully imposed by any governmental authority.
- 7- **TEMPORARY STRUCTURES.** No structure of a temporary character, trailer, basement, tent, shack, garage, barn or other out-building shall be used on any lot at any time as a residence, either temporary or permanent.
- 8- **PETS AND LIVESTOCK.** No animals or fowls of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household domesticated pets may be kept, provided they are not kept, bred or maintained for commercial purposes. No such household pet which is or becomes an annoyance or nuisance to the neighborhood shall thereafter be kept on any lot.
- 9- **SIGNS.** No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder or Declarants, H & S Development, LLC, to advertise the property during the construction and sales period.
- 10- **GARBAGE AND REFUSE DISPOSAL.** No lot shall be used for or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No trash, refuse pile, junked or inoperable vehicles, underbrush, compost pile or other unsightly growth or objects shall be allowed to accumulate or remain on any lot so as to be a detriment to the neighborhood or become a fire hazard. During construction, periodic efforts shall be made by the lot owner or his contractor to pick up scrap materials and other construction debris and to dispose of said materials.
- 11- **WATER SUPPLY.** No individual water supply system shall be permitted on any lot unless such system is located, constructed and equipped in accordance with the requirements, standards and recommendations of the Architectural Control Committee, as herein defined, and the City of Rigby, Idaho. All lots are required to have an underground sprinkler system installed in the front, back, and side yards, and completed within one year of completion of dwelling construction.

12- SEWAGE DISPOSAL. No individual sewage disposal shall be permitted on any lot.

13- COMPLETION OF DWELLING. A Dwelling must be built upon a lot within five years. Owners of speculation lots are required to keep lots presentable. (See articles 10, 12, and 18) Those failing to comply will be notified in writing and will have 30 days to rectify the problem before the Control Committee will clean up the lot and bill the owner of the lot for costs incurred. Any construction of buildings or structures or appurtenances thereto shall be finished or completed, at least on the exterior thereof within one year of the construction start date of said building, structure, or appurtenance, unless an extension of time is given by the Architectural Control Committee.

14- CONFLICTS. Should any portion of these covenants be or become in conflict with present or future city ordinances, said ordinances shall take precedent. In the event of such conflict only that portion of these covenants in conflict shall be superceded and the remaining portion shall remain in full force and effect. For the purpose of this section, nothing herein shall be construed to lessen or detract from these covenants.

15- PARKING. The off street parking area and the driveway space shall not be used for purposes other than parking and operating useable automobile or pickup. The parking of campers, boats, trailers, and any vehicles larger than a pickup truck must be provided for on the lot behind said dwelling. In no case shall a lot be used for the storage or maintenance of heavy equipment, non-operable vehicle, or tractor-trailer trucks. All cars on lot must be usable.

16- SIGHT DISTANCE AT THE INTERSECTION. No fence, wall, hedge, shrub, or any other object which obstructs the 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 the lines connecting them at a point forty five feet from the street lines.

17- CONSTRUCTION AND MAINTENANCE. All buildings shall be constructed of materials generally suitable for construction of dwellings of good quality and shall be kept painted, stained or otherwise finished so as to present a pleasing and well cared for appearance. All outbuildings shall be constructed and maintained in a style and manner that harmonizes with the appearance of the dwelling, and finished in the same time as the house.

18- APPEARANCE. No lot or lots shall be neglected or permitted to fall into an unsightly state, or permitted to be overgrown with weeds, or strewn with rubbish. The Architectural Control Committee shall have the power and shall be authorized in its discretion and at the request of any other owners in such area, to remove or take any other action upon such premises which shall remove rubbish, garbage, overgrown weeds or

such other unsightly state without responsibility or liability to the owners thereof at the expenses of the owners thereof.

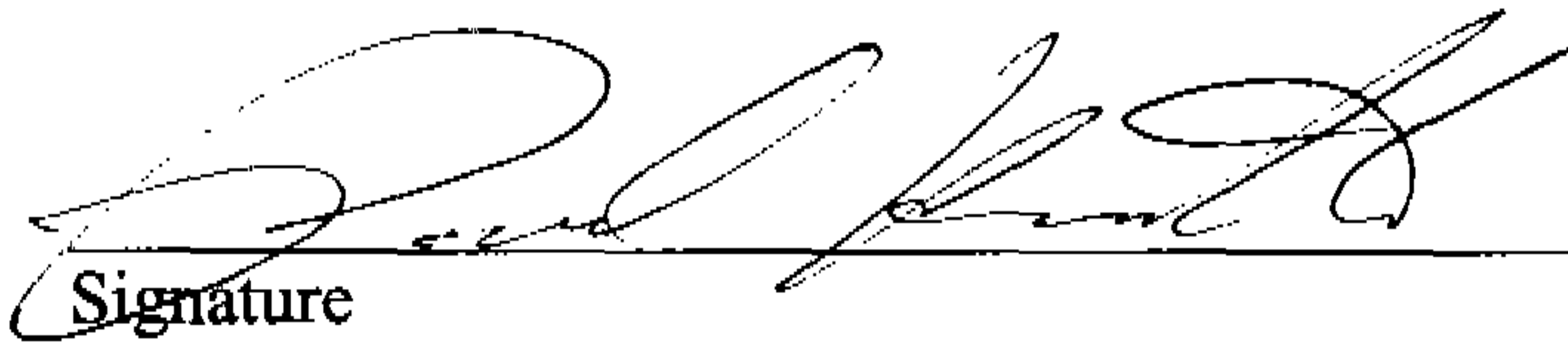
- 19- LANDSCAPING. All plants, flowers, shrubs, trees, and vegetation of any kind must be native to the area. Ground cover in the front, side, and backyards must be that of grass with designated flower beds. No pavers, gravel, bark or any other substance shall be used as ground cover in the yard. A minimum of 2 and a maximum of 6 trees can and must be planted in the front yard of the dwelling. The yard must have grass coverage and trees planted within one year of the completed construction of the dwelling.
- 20- FENCING. Fencing must be a minimum of 6 and a maximum of 8 feet in height. All fencing must be constructed of cedar wood or white vinyl materials that are built with the cross beams located on the interior of the fence and the slats standing in a vertical fashion. The fence must not have gaps between the vertical slats. Pole, chain link, and barb wire are prohibited. Wood fences are required to be treated and maintained to avoid water and sun bleaching. Front yard fences are prohibited. Block, brick, and stone walls must be approved by the architectural control committee.
- 21- SIDEWALKS. A 5 ft wide 4 inch thick concrete sidewalk is required to be constructed and financed by the homeowner and completed by the same date as that of the construction of the dwelling. The sidewalk must span the full frontage width of each lot and have the appropriate set back from the curb as determined by the architectural control committee.
- 22- TERM. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of 25 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive period of ten years unless an instrument signed by a majority of the then owners of the lots has been recorded agreeing to change said covenants in whole or in part.
- 23- ENFORCEMENT. The lots shall be held, sold, and conveyed subject to the easements, covenants, conditions and restrictions set forth herein, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the lots. No lot shall be resold without attaching a copy of these covenants to deed conveying such lots. Enforcement may be by the Architectural Control Committee against person, or persons violating or attempting to violate any covenant, either to restrain or to recover damages.

II. ARCHITECTURAL CONTROL COMMITTEE

- 1- MEMBERS. The Architectural Control Committee is composed of Scott Stoker, Paul Hepworth, and Dee Stoker. None of the members of the committee shall be entitled to compensation for services performed pursuant to this covenant.

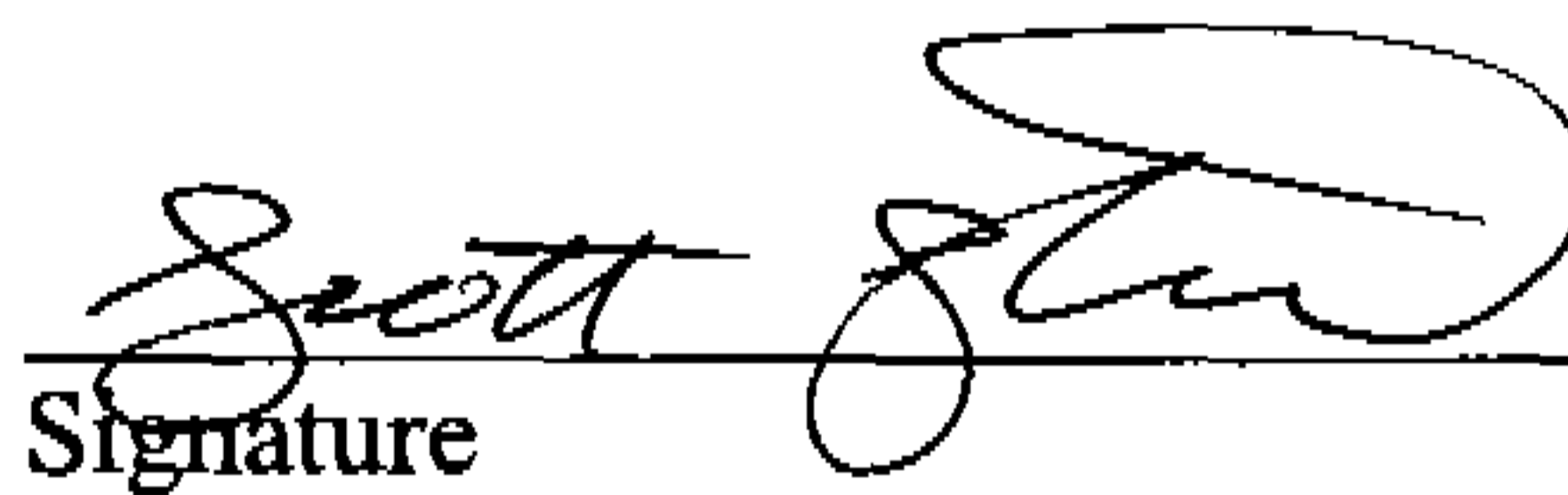
- 2- PROCEDURE. The Architectural Control Committee shall be responsible for reviewing the plans and specifications for each home proposed for the subdivision, as well as considering the qualifications of the proposed contractor for such homes. The committee is hereby granted full power and authority to approve or disapprove any house plans. The Committee has up to thirty days to answer back on their decision. Such approval or disapproval shall be in writing, and if approved, a copy of the plans and specifications shall be retained by the committee until the home is completed.
- 3- ADDITION TO RULES. The committee may make such reasonable rules and adopt such procedures from time to time, as it deems necessary to carry out its functions, which rules and procedures may not be inconsistent with the provisions of these covenants.
- 4- ACKNOWLEDGEMENT. I have read and understand the required covenants and conditions of the uses and restrictions in place for the property located in the Lake Subdivision of Hunter Creek. I agree to abide by the covenants as set forth in this agreement.

Paul Hepworth (member)
Printed Name


Signature

6/15/04
Date

Scott Stoker (member)
Printed Name


Signature

6/15/04
Date

Dee A Stoker
Printed Name


Signature

6/15/04
Date

LEGAL DESCRIPTION

Parcel 1:

A parcel of land situated in the N½SE¼ of Section 13, Township 4 North, Range 38 E.B.M., Jefferson County, Idaho, more particularly described as follows: Beginning at the SE corner of said Section 13, thence N. 00°01'33" E. along the E. line of said Section 13 for a distance of 2640.29 feet to the E¼ corner of said Section 13, thence S. 89°14'40" W. along the E-W center line of said Section 13 for a distance of 750.00 feet to the true point of beginning; thence S. 00°01'33" W. 502.32 feet to the NE corner of Lot 6, Block 3, Lake Subdivision, Division No. 2; thence S. 89°40'25" W. along the N. line of said Subdivision 190.00 feet; thence S. 00°04'07" W. 19.47 feet to the NE corner of Lot 1, Block 4, of said Subdivision; thence N. 89°55'53" W. 665.00 feet to the NW corner of Lot 8, Block 4 of said Subdivision; thence S. 00°04'07" W. 135.00 feet to the SW corner of said Lot 8; thence N. 89°55'53" W. along the N. line of Aspen Drive 227.97 feet to the E. line of a Warranty Deed as described in Book 1, Page 279, Jefferson County; thence S. 00°21'50" W. along said Deed Line 60.01 feet; thence S. 89°55'53" E. along the S. line of Aspen Drive 228.28 feet to the NW corner of Lot 12, Block 2 of said Subdivision; thence S. 00°04'07" W. 140.89 feet to the N. line of a Warranty Deed as described in Book 171, Page 559, Jefferson County; thence S. 89°40'33" W. along said Deed Line 192.37 feet; thence S. 00°47'33" W. along said Deed Line 237.00 feet; thence S. 89°40'33" W. along said Deed Line 34.88 feet to the E. line of a Warranty Deed as described in Book 1, Page 279, Jefferson County; thence N. 00°21'50" E. along said Deed line 1081.63 feet to the E-W Centerline of said Section 13; thence N. 89°14'40" E. along said Centerline 1079.39 feet to the true point of beginning,

Parcel 2:

Part of the Lake Subdivision, Division No. 2, Jefferson County, Idaho, more particularly described as follows: Beginning at the SE corner of Section 13, Township 4 North, Range 38 E.B.M., Jefferson County, Idaho, thence N. 00°01'33" E. along the E. line of said Section 13 for a distance of 2640.29 feet to the E¼ corner of said Section 13, thence S. 89°14'40" W. along the E-W Centerline of said Section 13 for a distance of 750.00 feet; thence S. 00°01'33" W. 502.32 feet to the NE corner of Lot 6, Block 3 of said Lake Subdivision, Division No. 2; thence S. 89°40'25" W. along the N. line of said Subdivision 190.00 feet; thence S. 00°04'07" W. 19.47 feet to the NE corner of Lot 1, Block 4 of said Subdivision; thence N. 89°55'53" W. 255.00 feet to the NE corner of Lot 4, Block 4 of said Subdivision, said point being the True Point of Beginning; thence S. 00°04'07" W. 195.00 feet to the S. line of Aspen Drive; thence S. 89°55'53" E. along said S. line 40.00 feet to the NE corner of Lot 8, Block 2, of said subdivision; thence S. 00°04'47" W. to the SE corner of said Lot 8; thence S. 89°26'36" W. 450.00 feet to the SW corner of Lot 12, Block 2 of said Subdivision; thence N. 00°04'07" E. 140.89 feet to the NW corner of said Lot 12; thence N. 89°55'53" W. along the S. line of Aspen Drive 228.28 feet to the E. line of a Warranty Deed as described in Book 1, Page 279, Jefferson County; thence N. 00°21'50" E. along said Deed line 60.01 feet; thence S. 89°55'53" E. along the N. line of Aspen Drive 227.97 feet to the SW corner of Lot 8, Block 4, of said Subdivision; thence N. 00°04'07" E. 135.00 feet to the NW corner of said Lot 8; thence S. 89°55'53" E. 410.00 feet to the true point of beginning.