

DECLARATION AND ESTABLISHMENT OF COVENANTS OF
FRANK HALL RANCH TRACTS SUBDIVISION

A. APPLICATION:

1. Establishment and Enforcement.

FRANK HALL, LUCILLE HALL and CASCADE PROPERTIES, INC.,
an Idaho corporation, hereinafter called "Declarant";
being the owners, contract purchasers, and subdividers
of the following described premises located within
Valley County, Idaho:

FRANK HALL RANCH TRACTS subdivision as shown on the
official plats thereof on file in the office of the
Valley County Recorder, Idaho, which official plats
are called and recorded as follows:

- FRANK HALL RANCH TRACTS NO. 1 Instrument #91626
- FRANK HALL RANCH TRACTS NO. 2 Instrument #91627
- FRANK HALL RANCH TRACTS NO. 3 Instrument #91628

but excepting therefrom Lot 19 of Block 3 of
FRANK HALL RANCH TRACTS NO. 2, which property shall
not be subject to this Declaration and Establishment
of Covenants and Restrictions of Frank Hall Ranch
Tracts Subdivision

does hereby establish for the improvement and development
of the premises covenants upon which and subject to which
all lots and portions of such lots shall be improved or
sold. Each and every one of these covenants is imposed
upon the lots and all are for the benefit of each owner of
land in such subdivision and shall inure to, pass and run
with each and every parcel of such subdivision, and shall
bind the respective successors in interest of the present
owner thereof. To this end these covenants shall be
specifically enforceable by Declarant, by the association
hereinafter in Article C described, and/or by those of the
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 above described
tract.

2. Consent to Covenants, Conditions and Restrictions:

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 thereof.

3. Definitions:

A. The term "Tract" shall mean all lands embraced
in FRANK HALL RANCH TRACTS, as shown on the official
plats thereof on file in the office of the Valley
County Recorder, Idaho, but excepting Lot 19 of
Block 3 of Frank Hall Ranch Tracts No. 2, and including
such contiguous land as Declarant may now own or
hereafter acquire which it specifically makes subject
at any subsequent time to these restrictive covenants.

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1 B. A "Lot" is any parcel designated as such on a
2 recorded plat of any part of said tracts, and shall
3 also mean a resubdivided portion thereof. In other
4 words, if a "lot" designated on a recorded plat is
5 resubdivided into two or more portions, each portion
6 shall be considered a lot.

7 C. "Owner" means one or more persons owning title
8 to a lot of said tract unless the lot is then being
9 sold under a contract of sale, in which latter case
10 the contract buyer is the owner, but in any case
11 the holder of a mortgage or other security interest,
12 easement, lien encumbrance, or leasehold is not an
13 owner.

14 D. "Grantor" shall mean Cascade Properties, Inc.

15 4. Duration of Covenants:

16 A. These covenants shall run with the land and shall
17 be binding upon the undersigned, and its assigns and
18 its successors in interest for a period of twenty (20)
19 years from the date these covenants are recorded; after
20 said 20 year period, these covenants shall be auto-
21 matically extended for successive periods of ten (10)
22 years. In the event the provisions hereunder are
23 declared void by a court of competent jurisdiction
24 by reason of the period of time herein stated for
25 which the same shall be effective, then in that event
26 such terms shall be reduced to a period of time which
27 shall not violate the rule against perpetuities as
28 set forth in the laws of the State of Idaho.

29 B. These covenants may be changed or cancelled in whole
30 or in part by a writing signed by a majority of the
31 owners of the lots within the tract which has been
32 recorded with the Valley County Recorder. For purpose
of this subparagraph, each lot shall be considered as
having one owner. If an owner owns more than one lot,
that owner shall be multiplied by the number of lots
owned for the purpose of determining a majority. For
example, if an owner owns five lots, that owner shall
be considered five owners.

33 B. THE PROTECTIVE COVENANTS:

34 1. USE OF TRACT:

35 A. Said tract, except as otherwise provided herein, shall
36 be used exclusively for recreation and residential
37 purposes and may not be resubdivided into portions
38 of land containing less than five acres, and further
39 provided that any resubdivision shall have the
40 approval of the Valley County Planning and Zoning
41 Commission and the Idaho Department of Health.
42 Permissible residential use includes the construction
and occupancy on one lot of no more than one (1) single
family residence, no more than a three (3) car
garage, attached or detached, and no more than
one (1) outbuilding, which does not exceed 600
square feet.

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- B. No trailer, camper, automobile, truck, basement, tent or any temporary structure shall at any time be used as a residence except for that time period during which the permitted structure is being constructed on a lot in said tract.
 - C. No nuisances, offensive or illegal activities shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
 - D. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept 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.
 - E. No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any business or professional activities except such areas as may be designated by said grantor; and no noxious or undesirable acts, or undesirable use of any portion of the real property shall be permitted or maintained.
 - F. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except two adult dogs, two adult cats, and/or two other adult household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes, and provided puppies and kittens may be kept until adult age, and further one animal of the bovine genus or horse may be kept on every two and one-half acres, provided they are contained within a legal fence. Grantor and its principal may continue to graze the undeveloped areas.
2. CONSTRUCTION REQUIREMENTS:
- A. No residence shall be erected upon the tract having less than 800 square feet of living space, excluding garage and outbuildings.
 - B. The height and layout of buildings (including outbuildings) shall be in accordance with applicable building codes, laws and regulations, if any, but shall otherwise be at the discretion of the owner.
 - C. All buildings (including outbuildings) erected upon a lot shall be finished, painted and maintained in good repair, and shall be in harmony with other buildings on the lot, and may be constructed of any material provided it is of good quality and the outside is of natural wood or painted or stained with earth tone colors so to blend with the natural surroundings; however, shiny metal roofs or siding shall not be permitted on any building.
 - D. The construction of any dwelling and/or outbuilding shall be totally completed on the exterior within eighteen (18) months from the date the construction is commenced. Construction shall be considered to have commenced on excavation and preparation of the

McCALL, HOOPER & SANDERSON
PLAT 634 7/11
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building site.

- E. No mobile home will be permitted to be located on any lot unless the mobile home contains a minimum floor area of 800 square feet of living space, is set upon a permanent and fully enclosed foundation, and its design and exterior finish is approved by the Board of Directors of the homeowners' association hereinafter described. If the board of directors does not approve or disapprove the design and exterior within thirty (30) days after the same have been submitted to it such approval will not be required.
 - F. No individual sewage disposal system shall be permitted on any building site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Idaho Department of Public Health. Approval of such system, as installed, shall be obtained from such authority.
 - G. There shall be setback margin of not less than 20 feet and all buildings erected and placed shall be not less than 20 feet from any front, side or back property lines.
 - H. No excavation for stone, sand, gravel, or minerals, shall be made upon a property nor shall any trees be cut down or removed unless such excavation or removal of trees is necessary in connection with the erection of an improved structure thereon; PROVIDED, this covenant shall not be construed to prevent reasonable thinning of trees where such thinning improves the appearance of the property and enhances its natural beauty, nor shall this covenant be construed to prevent removal of any dead or diseased trees.
3. EASEMENTS AND RESERVE TRACTS:
- A. Easements, as shown on the plats shall be respected and superior to other rights of use, dated after these protective covenants have been record in the Office of the Recorder of Valley County, Idaho.
 - B. Easements for installation and maintenance of utilities, water lines, sewer lines, drainage, transmission lines and air transportation are reserved to grantors, survivors and assigns. Within these easements, no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may interfere with the beneficial use of any said easements. After all lots have been sold by Grantor, the easements shall become the property of the Cascade Properties Homeowner's Association, Inc., hereinafter described.
 - C. Certain portions of land within the tracts which have not been sold by Grantor may from time to time, be designated "reserve tracts" by the grantor and

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may be used as parks, bridle trails, playgrounds, reservoir sites, well sites, or for such other purposes as the grantor may determine in the general plan for the development and protection of all the platted areas. The grantor may transfer all or any part of said reserve tracts to the Cascade Properties Owners Association, Inc. or owners of real property contained in the plat, for community purposes of the residents.

Grantor shall not incur any costs or expense of any kind in connection with the operation of any of the activities identified in the previous paragraph and all expenses shall be paid by grantees of grantor and their successors in interest. Grantee shall never be assessed on lots remaining unsold or reserved for grantor's own use. Grantor reserves the right to amend any plat and change the lot size or boundaries with respect to any part of the property owed by grantor under which grantor holds title to the described property.

C. THE HOMEOWNERS' ASSOCIATION:

1. Creation:

Cascade Properties Owners Association, Inc., an Idaho corporation, has been formed, which is a non-profit corporation charged with the duties and invested with the powers prescribed by law and as set forth in its Articles, By-laws and these Covenants. Neither the Articles nor By-laws shall, for any reason be amended or otherwise changed or interpreted so as to be inconsistent with these covenants.

2. Membership and Voting Rights:

A. Every person or entity who is the owner of a lot in fee, or of the equitable title in a lot when purchasing on contract, within the tract shall be a member of the corporation. For the purpose of determining membership, such ownership will be deemed to have vested upon delivery of a duly executed deed or contract to the grantee or vendee. The legal title retained by a vendor selling under a contract shall not qualify such vendor for membership. Foreclosure of a contract or repossession for any reason of a lot sold under contract shall terminate the vendee's membership, whereupon all rights to such membership shall revert in the vendor. Membership shall be appurtenant to the lot and cannot be transferred, pledged or alienated in any way except upon transfer of title to said lot.

B. Members shall be entitled to one vote for each lot in which they hold the interest required for membership as shown by the records of the Corporation as of the last day of the month preceding the next membership annual meeting. When more than one person holds such interest or interests in any lot all such persons shall be members and the vote for such lot shall be exercised as they may among themselves determine, but in no event shall more than one vote be cast with respect to any such lot, provided, however, that regardless of the number of lots any

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member may own, such member, including the developer, shall not after the date payments on assessments are to commence, be eligible to cast a number of votes in excess of the aggregate, less one, of the number of votes available to the other members of the corporation.

C. In order to release liability for assessments, an owner transferring ownership interest in a lot shall give written notice to the corporation of the date of transfer and the name and address of the new owner.

3. Authority and Responsibility:

A. The Association shall be responsible for the maintenance of private roads, streets or ways within the Frank Hall Ranch Tracts subdivision, and shall administer and enforce these covenants and do all things lawful to enhance, preserve, protect and defend the recreational, health, environmental and economic interest which its members have in common as property owners in, within, or in connection with the Frank Hall Ranch Tracts subdivision in Valley County, Idaho, and to engage in such other activities as may be to the mutual benefit of the owners of property in the Frank Hall Ranch Tracts subdivision.

B. The association shall accept and exercise jurisdiction over all property, real and personal, conveyed free and clear of all liens, encumbrances to the Association by the Grantor, including easement lands, easements for operation and maintenance purposes over tracts, and access road easements and other easements for the benefit of the Association members.

C. The Association shall convey, upon dissolution, the assets of the Association to an appropriate non-profit agency to be used for purposes similar to those for which the Association was created.

D. The Association shall operate and maintain the roads, streets and ways and keep all improvements of whatever kind and for whatever purpose from time to time located thereon in good order and repair.

E. The Association shall pay all real property taxes and assessments levied upon any property conveyed, leased or otherwise transferred to the Association and shall pay any irrigation water assessments. Such taxes and assessments may be contested or compromised by the Association, provided, however, that they are paid or a bond insuring the payment is posted prior to the sale or other disposition of any property to satisfy the payment of such taxes.

F. The Association shall obtain and maintain in force as necessary any fire and extended coverage insurance, bodily injury and property damage

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1 insurance workmen's compensation, and such other
2 insurance as the board of directors of the Association
3 deem necessary to carry out the Association functions.

4 G. The Association shall each year at its annual
5 meeting prepare a budget of its anticipated expenses
6 to be incurred for the immediately following twelve
7 month period until the next annual meeting. Said
8 budget shall include the expenses necessary to maintain
9 the roads, streets, ways and improvements thereon,
10 to pay assessments and real property taxes on
11 Association property, insurance and workmen's
12 compensation coverage, and to pay any and all
13 expenses necessarily incurred for enforcement of
14 any of the provisions hereof. Immediately after
15 preparing said budget the Association shall send a
16 copy of the proposed budget to all members by
17 regular U.S. Mail at each member's address as
18 shown by the records of the Association as of the
19 day of the annual meeting. Within thirty (30)
20 days from the date of mailing, any member desiring
21 to contest said budget shall notify the secretary
22 of the Association in writing. Thirty (30) days
23 from the date of mailing the board of directors of
24 the Association shall hold a meeting for the
25 purpose of considering any protests made to the
26 proposed budget. Any member may attend said
27 meeting. The board of directors may alter or
28 amend said budget as necessary in order to carry
29 out the purposes of these covenants but shall not
30 increase the total budget without having first
31 held a special meeting of the members of the
32 Association. If no protests are made, or after
the budget is amended or altered as necessary, and
a special meeting held if necessary, the board
shall approve the budget. The expenses as reflected
by the budget shall be assessed and prorated
equally against such lot. The board shall immediately
notify each member in writing by mail at the
address shown by the records of the corporation of
the assessment against each member's lot. Each member
shall have thirty days from the date of deposit of
said notice in the mail in which to pay said
assessment to the treasurer of the Association. Said
Assessment shall constitute a lien against the lot
until paid. If said assessment is not paid within
said thirty (30) days, the board of directors may file
with the Valley County Recorder "Notice of Lien" for
the amount of the assessment against the lot of the
member failing to pay and said notice shall constitute
a lien on the lot until the assessment is paid. Said
lien shall include the reasonable attorney fees and
costs incurred by the board of directors in filing the
Notice of Lien, and attorney fees and court costs
incurred by the association if court action becomes
necessary to collect the assessment.

The board of directors may also suspend the voting
rights of the member failing to pay until said member
has paid the assessment.

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1 D. ENFORCEMENT:

2 A. If any party shall violate or attempt to violate any
3 of the covenants or restrictions herein contained, and shall
4 persist in such violation or attempt after ten days
5 notice in writing served or delivered upon such party,
6 then any other person or persons owning any real property
7 in said subdivision or the Cascade Properties Homeowners'
8 Association, INC., may prosecute any proceedings at law
9 or in equity against such party, either to prevent such
10 violation or to recover damages therefor, and in any such
11 proceedings the prevailing party shall be entitled
12 to recover reasonable attorney fees and court costs
13 from the other party or parties.

14 B. The said homeowners' association shall not prosecute or
15 defend any proceedings at law or in equity unless
16 it has first obtained a majority vote of the members.
17 If it obtains a majority vote, it can then prosecute or
18 defend, and the costs and attorney fees of the Associ-
19 ation, including any costs and/or fees assessed against
20 the Association by a court of law, shall be
21 assessed by the association equally against each
22 lot. Owner agrees to pay his share within 30 days
23 from the receipt of written notice of an assessment
24 by the board of directors. Any assessment not paid
25 shall constitute a lien on the land until it is paid
26 and thereby discharged. The association may record a
27 notice of lien against the lot with the Valley County Recorder
28 if not paid within 30 days.

17 E. INVALIDITY:

18 Should any part, clause, or provision of these Restrictive
19 Covenants be held to be void, invalid and/or inoperative,
20 then such invalidity shall not affect any other part, clause,
21 or provision of this document and the remainder thereof,
22 shall be effective as though said void part, clause or
23 provision had not been contained herein.

22 IN WITNESS WHEREOF, Declarant has caused this instrument
23 to be executed this 1st day of _____, 1979.

24 CASCADE PROPERTIES INC.

25 Donald J. Rumsey
26 Donald J. Rumsey, President

Frank W. Hall
Frank Hall

27 Attest:

28 Dale Rumsey
29 Dale Rumsey, Secretary

Lucille Hall
Lucille Hall

30 STATE OF IDAHO)
31) ss.
32 County of Valley)

32 On this 1st day of _____, 1979, before me, a Notary

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Public in and for said State, personally appeared Donald S. Rumsey and Dale Rumsey, as President and Secretary respectively of Cascade Properties, Inc., and acknowledged to me that they executed the within instrument for and on behalf of Cascade Properties, Inc. in their capacity as officers of same.

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

Carol J. ...
Notary Public for Idaho
Residing at: *... ..*

STATE OF IDAHO)
County of Valley) ss.

On this 9th day of June, 1979, before me, a Notary Public in and for said state, personally appeared FRANK HALL and LUCILLE HALL, known to me to be the persons whose names are subscribed to the within and foregoing instrument and acknowledged to me that they executed same.

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

Lucille Hall ...
Notary Public for Idaho
Residing at: *Cascade, Idaho*

107915

STATE OF IDAHO,
County of Valley, }

I hereby certify that this instrument
was filed for record at the request of

James Leslie Bennett

of 16 blocks part 4

containing 14

of Block 1478

in the city and county recorded in

Book 1st Page 1478

By J. W. Custer

Official Recorder

Fee \$ 2.00

COMPANIES
INDEXED
RECORDED
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