

AFFIDAVIT AND DECLARATION OF
RESTRICTIVE COVENANTS & CODITIONS

LAKE RIDGE SUBDIVISION, OF THE COUNTY OF VALLEY
STATE OF IDAHO

STATE OF IDAHO)
) ss.
County of Canyon)

We, the undersigned, LEON R. WEEKS and DIXIE V. WEEKS, husband and wife, and HAROLD W. BROWN, M.D. and MARGUERITE BROWN, husband and wife, and FRED PLUM, M.D. and JEAN PLUM, husband and wife, being the woenrs and contract purchasers of the following described real property, to-wit:

All of the Lake Ridge Subdivision according to the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho,

hereby make and executed this Affidavit and Declaration for the purpose of constituting certain restrictive covenants and conditions to all of the lots and blocks of the said subdivision, which restrictive covenants and conditions shall run with all of the above described real property, as provided by law, and shall be binding upon all parties and persons claiming an interest therein, and for the benefit of and limitation upon all future owners of any lot or block, or portion thereof, of the said subdivision, this Affidavit and Declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as hereinafter specified:

1. LAND USE AND BUILDING TYPE. All of the above described lots shall be known and designated as residential lots and no structure shall be erected on any lot other than one detached single family dwelling, not to exceet two stories in height, including basements which have outdoor entrances at basement floor level, together with a one or two car private garage, either separate or attached to the family dwelling. No other structure shall be constructed upon any residential lot, except a suitable well house, a guest house, and a tool or wood shed, consistent with the architecture of the family dwelling.

2. COMMERCIAL USE PROHIBITED. No lot, or any portion thereof, in the subdivision shall be used for any commercial or business purpose; and taverns, grocery stores, restaurants, roadside stands of any kind, or any other establishment for the sale or exchange of liquor, beer, fruit, food, merchandise or goods of any description are expressly prohibited in the subdivision.

3. LOCATION CONTROL. No building or structure shall be erected on any residential building lot of the subdivision less than twenty feet from any lot line.

4. DIVISION OF LOTS. None of the aforesiad lots of the subdivision shall be divided into multiple building lots or have

constructed thereon more than one single family dwelling.

5. ARCHITECTURAL CONTROL. No building or structure shall be erected, placed or altered upon any lot of the subdivision until the construction plans and specification, together with a site plan showing the proposed location of the structure, have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and the resort area, and as to location with respect to topography, and finished grade elevations. All buildings and structures shall have a natural finish and no building or structure shall have an aluminium or other metal roof unless approved by the Architectural Committee. No fence, wall or hedge shall be erected or maintained nearer to any street than the minimum building setback line unless similarly approved.

6. PROCEDURE. The Architectural Control Committee's approval of construction plans and specifications as required above must be obtained in writing before construction, excavation or grading is commenced. The Committee shall not approve any plans and specifications or site plan which shall be in conflict with any of the restrictions or limitations contained in paragraphs 1 through 4 above, and the Committee's discretion in determining compliance with paragraph 5 shall be final and conclusive in the absence of an arbitrary or capricious exercise of such discretion. In the event the Committee, or its designated representative, fails to approve or disapprove plans and specifications for proposed dwelling or a proposed site plan within thirty days or receipt thereof, then and in such event the Committee shall be deemed to have given its consent and approval of such plans and specifications or proposed site plan.

7. MEMBERSHIP OF ARCHITECTURAL CONTROL COMMITTEE. The Architectural Control Committee is composed of three members who shall be as follows:

<u>Name</u>	<u>Address</u>
Leon R. Weeks	P.O. Box 95 Nampa, Idaho 83651
Harold W. Brown, M.D.	119 Davis Avenue Nampa, Idaho 83651
Fred Plum, M.D.	430 E. 63rd Street (12J) New York, New York 10021

By unanimous vote of the Committee, it may designate a representative to act for it in passing upon the plans and specifications, and proposed site plan, as required of the Committee above. Such designation shall be made in writing and continue until revoked by the majority of the Committee. In the event of death, resignation or incapacity of any member of the Committee, the remaining members will have full authority to designate a successor to fill the vacancy. None of the members of the Committee, nor their successors shall be entitled to any compensation for services performed in carrying out the restrictions and limitations set forth in this Affidavit and Declaration. At any time, the then record owners of a majority of the aforesaid lots of the subdivision shall have the power through a duly recorded written instrument, to change the membership of the Architectural Control Committee or to change any of the powers and duties of the Committee.

8. NUISANCES. No business, trade or activity offensive, noxious or detrimental to the use of the land in the vicinity of the aforesaid lots of the subdivision shall be carried on or permitted on any lot, nor shall any lot, or portion thereof, be used for any purpose which might or could create a nuisance or an annoyance to the neighborhood.

9. TEMPORARY CONSTRUCTIONS AND MOBILE HOMES. No trailer, mobile home, housetrailer, basement, tent, shack, garage, barn or other outbuilding erected in the subdivision shall at any time be used as a temporary or permanent residence except as expressly allowed and provided in this paragraph. A housetrailer, mobile home or outbuilding may be used as a temporary residence while a dwelling is under construction, but not to exceed a period of one year from the date construction of the dwelling is commenced. After a dwelling is constructed on a lot in the subdivision, no trailer-house or mobile home shall be placed or maintained upon any lot for a period or more than five consecutive days, nor a total of more than fifteen days in any calendar year.

10. ANIMALS. No livestock, including but not limited to cattle, sheep, goats, swine, rabbits, and no fowl, including but not limited to geese, ducks, chickens, shall be kept or maintained in the subdivision, without the written consent of all the owners in the subdivision being first obtained. Dogs, cats and other household pets may be kept in the subdivision, provided they are not kept, bred or maintained for any commercial purpose.

11. MOVED STRUCTURES. No structure may be moved upon any lot for a residence, garage or other purpose without written permission from the Architectural Control Committee being first obtained.

12. ADVERTISING. No sign of any kind shall be displayed to the public view on any lot except one sign of not more than five square feet advertising said property for sale or rent, or signs used by a builder to advertise a property during the construction and sales period.

13. WATER AND SEWAGE SYSTEMS. Individual domestic water supply and individual sewage disposal systems shall be permitted, provided that the systems comply with the laws of the State of Idaho and the regulations of the Department of Public Health of the State of Idaho.

14. WASTE MATERIAL. No lot of the subdivision shall be used or maintained as a dumping ground for rubbish, trash or waste material. Trash, garbage, rubbish or other waste material shall not be kept in the subdivision for a period of more than seven days and then only in sanitary containers. All trash, rubbish, garbage or other waste material shall be removed from the premises within said seven day period by the owner thereof and deposited and disposed of in a proper waste or trash dump maintained in the area. No garbage pits or incinerators shall be allowed in the subdivision nor the burning of any waste material. In the event any of the provisions of this paragraph are violated, any person entitled to enforce the provisions of hereof may cause such trash, rubbish, garbage or other waste material to be cleaned up and removed at the expense of the owner of the lot on which the violation occurs.

15. CUTTING OF TREES. The cutting of trees at any place in the subdivision shall be prohibited unless consent first be obtained from the Architectural Committee in the same manner as approval of plans of construction is obtained.

16. TERM. The foregoing covenants, restrictions and conditions with reference to this subdivision shall run with the land and shall be binding upon all parties and persons whomsoever, and parties or persons claiming under the original owners, for a period of thirty years from the date these covenants are recorded, after which time said covenants shall be automatically extended for a period of ten years unless an instrument signed by a majority of the owners of the lots have recorded, prior to the expiration of the first thirty year period, an agreement changing or abrogating said covenants in whole or in part.

17. ENFORCEMENT. Enforcement of these restrictive covenants, conditions and limitations may be made by any interested party by a proceeding at law or in equity against any person or persons violating or attempting to violate the same, which action may be either to restrain violation or to recover damages therefor.

18. SEPARABILITY. Any invalidation of any one or more of the restrictive covenants and conditions contained herein by judgment of a Court of competent jurisdiction, shall in no way affect any of the other covenants, restrictions or conditions which shall remain and be in full force and effect.

19. APPLICATION. All deeds of conveyance, contracts of purchase, or property interest in the subdivision shall be subject to the restrictive covenants, conditions and limitations herein contained, and shall have the benefit thereof, regardless of whether said covenants and restrictions shall be referred to or mentioned in said deed, instrument or contract of conveyance.

DATED this 20th day of May, 1975

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s./ Leon R. Weeks

s./ Dixie V. Weeks

s./ Harold W. Brown, M.D.

s./ Marguerite Brown

s./ Fred Plum, M.D.

s./ Jean Plum

SUBSCRIBED AND SWORN to before me this 20th day of May, 1975.

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s/ Wanda R. Sharpton
Notary Public for Idaho
Residing at Nampa, Idaho

SEAL

Recorded May 21, 1975 at 10:35 A.M., as Instrument No. 84800 in drawer #1 of miscellaneous records, Valley County, Idaho.

AFFIDAVIT AND DECLARATION OF
RESTRICTIVE COVENANTS AND CONDITIONS

LAKE RIDGE SUBDIVISION, OF THE COUNTY OF VALLEY,
STATE OF IDAHO

STATE OF IDAHO
COUNTY OF CANYON ss

We, the undersigned, LEON R. WEEKS and DIXIE V. WEEKS, husband and wife, and HAROLD W. BROWN, M.D. and MARGUERITE BROWN, husband and wife, and FRED PLUM, M.D. and JEAN PLUM, husband and wife, being the owners and contract purchasers of the following described real property, to-wit:

All of the Lake Ridge Subdivision according to the official plat thereof on file and of record in the office of the Recorder of Valley County, Idaho.

hereby make and execute this Affidavit and Declaration for the purpose of constituting certain restrictive covenants and conditions to all of the lots and blocks of the said subdivision. Which restrictive covenants and conditions shall run with all of the above described real property, as provided by law, and shall be binding upon all parties and persons claiming an interest therein, and for the benefit of and limitation upon all future owners of any lot or block, or portion thereof, of the said subdivision, this Affidavit and Declaration of restrictions being designed for the purpose of keeping said addition desirable, uniform and suitable in architectural design and use as hereinafter specified:

1. LAND USE AND BUILDING TYPE. All of the above described lots shall be known and designated as residential lots and no structure shall be erected on any lot other than any residential structure approved by the Architectural Committee or other than one detached single family dwelling, not to exceed two stories in height. Including basements which have outdoor entrances at basement floor level, together with a one or two car private garage, either separate or attached to the family dwelling. No other structure shall be constructed upon any residential lot, except a suitable well house, a guest house, and a tool or wood shed, consistent with the architecture of the family dwelling.

2. COMMERCIAL USE PROHIBITED. No lot, or any portion thereof, in the subdivision shall be used for any commercial or business purpose: and taverns, grocery stores, restaurants, roadside stands of any kind, or any other establishment for the sale or exchange of liquor, beer, fruit, food, merchandise or goods of any description are expressly prohibited in the subdivision.

3. LOCATION CONTROL. No building or structure shall be erected on any residential building lot of the subdivision less than twenty feet from any lot line.

4. DIVISION OF LOTS. None of the aforesaid lots of the subdivision shall be divided into multiple building lots or have constructed thereon more than one single family dwelling or residential structure approved by the Architectural Committee.

5. ARCHITECTURAL CONTROL. No building or structure shall be erected, placed or altered upon any lot of the subdivision until the construction plans and specifications, together with a site plan showing the proposed location of the structure, have been approved by the Architectural Control Committee as to the quality of workmanship and materials, harmony of external design with existing structures and the resort area, and as to location with respect to topography, and finished grade elevations. All buildings and structures shall have a natural finish and no building or structure shall have an aluminum or other metal roof unless approved by the Architectural Committee. No fence, wall or hedge shall be erected or maintained nearer to any street than the minimum building setback line unless similarly approved.

6. PROCEDURE. The Architectural Control Committee's approval of construction plans and specifications as required above must be obtained in writing before construction, excavation or grading is commenced. The Committee shall not approve any plans and specifications or site plan which shall be in conflict with any of the restrictions or limitations contained in paragraphs 1 through 4 above, and the Committee's discretion in determining compliance with paragraph 5 shall be final and conclusive in the absence of an arbitrary or capricious exercise of such discretion. In the event the Committee, or its designated representative, fails to approve or disapprove plans and specifications for proposed dwelling or a proposed site plan within thirty days of receipt thereof, then and in such event the Committee shall be deemed to have given its consent and approval of such plans and specifications or proposed site plan.

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and proposed site plan, as required of the Committee above. Such designation shall be made in writing and continue until revoked by the majority of the Committee. In the event of death, resignation or incapacity of any member of the Committee, the remaining members will have full authority to designate a successor to fill the vacancy. None of the members of the Committee, nor their successors shall be entitled to any compensation for services performed in carrying out the restrictions and limitations set forth in this Affidavit and Declaration. At any time, the then record owners of a majority of the aforesaid lots of the subdivision shall have the power through a duly recorded written instrument, to change the membership of the Architectural Control Committee or to change any of the powers and duties of the Committee.

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provided that the systems comply with the laws of the State of Idaho and the regulations of the Department of Public Health of the State of Idaho.

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DATED this 20th day of May, 1975.

LAKE RIDGE SUBDIVISION

s/ Leon R. Weeks

s/ Dixie V. Weeks

s/ Harold W. Brown, M.D.

s/ Marguerite Brown

s/ Fred Plum M.D.

s/ Jean Plum

SUBSCRIBED and SWORN to before me this 20th day of May, 1975

(SEAL)

s/ R. Sharpton
Notary Public for Idaho
Residing at Nampa, Idaho

Date Filed: November 19, 1975
Instrument : 86737