

94500
1-9-78

DECLARATION OF
PROTECTIVE RESTRICTIONS AND COVENANTS
PONDEROSA SHORES SUBDIVISION NO. 2
VALLEY COUNTY, IDAHO

THIS DECLARATION, Made as of the 9th day of January, 1978, by LANDALE CORPORATION, an Idaho corporation, hereafter referred to as "Grantor";

WITNESSETH:

WHEREAS, Grantor is the owner of all that certain real estate situated in Valley County, Idaho, more particularly described in the plat of PONDEROSA SHORES SUBDIVISION NO. 2 (hereafter referred to as the "Subdivision"), recorded on the ___ day of _____, 1978, as Instrument No. _____ in Book _____ of Plats at Page _____, records of Valley County, Idaho; and

WHEREAS, the Subdivision is an area of much natural beauty, including distinctive terrain features, and it is the desire and intent of the Grantor to create a residential community in which such natural beauty shall be substantially preserved, and the restrictions and covenants established in this Declaration are intended to serve such objective;

NOW, THEREFORE, Grantor hereby declares that all property in PONDEROSA SHORES SUBDIVISION NO. 2 is and shall be held, conveyed, encumbered, leased, and used subject to the following uniform covenants, restrictions, and equitable servitudes in furtherance of a plan for the subdivision, improvement and sale of said property, and to enhance the value, desirability, and attractiveness of such property. The restrictions set forth herein shall run with the real property included within the Subdivision; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and shall be binding upon Grantor, its successors in interest, and may be enforced by Grantor, by any Owner or such Owner's successors in interest, or by the Association hereafter designated.

DEFINITIONS 1. In construing this instrument, the following definitions shall be applied:

"Subdivision" means PONDEROSA SHORES SUBDIVISION NO. 2, according to the official plat thereof now on file in the office of the County Recorder of Valley County, Idaho.

"Lot" means an officially designated and numbered lot on the official plat of the Subdivision. If any lot as shown on said official plat shall be resubdivided pursuant to law and these Covenants (and this clause shall not be construed to authorize any such resubdivision) into two or more tracts of land, under different ownerships, then each

such separate tract into which said original lot was resubdivided shall constitute a separate "Lot" within the meaning of this instrument.

"Grantee" shall mean the record title holder or holders of any "Lot", together with the Grantee's heirs, successors, and assigns.

GENERAL PROVISIONS

2. By acceptance of any conveyance of any property in the Subdivision the Grantee and Grantee's heirs, personal representatives, successors, and assigns, covenant with the Grantor, and its successors and assigns, and with all other Grantees or subsequent owners of property in said subdivision, that these covenants shall inure to the benefit of and be binding upon all such parties.

RESUBDIVISION

3. In consideration of the approval of the plat of the Subdivision in accordance with subdivision standards applicable to Valley County subdivisions, such plat shall not be amended by re-subdivision or re-subdivided by metes and bounds description without first obtaining approval of the proposed re-subdivision by all zoning authorities having lawful jurisdiction over the affected property.

RESIDENTIAL USE OF LAND

4. All lots in said subdivision shall be known and described as residential lots, and said lots or any part thereof or any structure placed thereon shall not be used for any commercial purposes, but the use of said lots shall be limited solely to residential purposes.

STRUCTURES

5. No structure shall be permitted to remain upon any lot other than a single-family dwelling, or an outbuilding, both as herein defined, the size, location, and nature of which shall be as herein prescribed, as follows:

SIZE; COST

(a) No dwelling shall be permitted on any lot having a cost or value of less than \$15,000.00, excluding the cost of well, based upon cost levels prevailing at the time these covenants are recorded.

HEIGHT AND LAYOUT

(b) The height and layout of dwellings shall be in accordance with applicable zoning laws and regulations, if any, but shall otherwise be at the discretion of the owner.

OUTBUILDINGS

(c) All outbuildings shall be constructed of good quality building materials, and shall be of good quality and character that will be in harmony with other buildings on said property. No outbuilding shall be placed so

as to obstruct the windows or light of any adjoining property owner in said subdivision. No livestock barns shall be permitted.

BUILDING MATERIALS

(d) All buildings (including outbuildings) erected upon any building site in this subdivision shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in the subdivision, and may be constructed of any material so long as it blends with the natural surroundings.

LOCATION

(e) Except where terrain and topography make such impractical, no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 10 feet to any side or back lot line. For the purposes of this covenant, eaves, steps, and open porches shall be considered as a part of a building.

TEMPORARY STRUCTURES

(e) No structure of a temporary character, such as a shack, or basement only, and no outbuilding, shall be used on any lot as a dwelling, either temporarily or permanently. No motor home, camper, trailer, or mobile home shall be used as a permanent dwelling; however, temporary use of a recreational vehicle for camping purposes for periods of no more than two weeks during any one month period shall be permitted.

NUISANCES

6. Nothing of an offensive, dangerous, odorous or noisy kind shall be conducted or carried on nor shall anything be done or permitted in said subdivision which may be or become an annoyance or nuisance to the other property owners in said subdivision. There shall be no shooting of firearms within the subdivision. Weeds shall be kept cut and portions of any lot not in use for lawn or otherwise shall be kept trimmed and in a neat and orderly condition.

ANIMALS

7. Keeping or raising of hogs, goats, sheep, or other offensive smelling animals shall be prohibited. No property owner shall keep any animals in such numbers as to create unsightliness, excessive noise, offensive odors or dangerous conditions. No animals shall be kept upon any lot for any commercial purpose. In order to protect wild game, all dogs must be kept on leash or otherwise restrained from January 1 through June 30 of each year, and no dog shall be permitted to chase and harass game animals. Vicious and unmanageable dogs shall not be permitted.

EASEMENTS

8. All lots are subject to a 10 foot wide public utilities and drainage easement located inside all lot lines along roads and the subdivision boundary, and centered (10' on

each side of the lot line) along all interior lot lines, as indicated on the recorded plat. Within these easements no structure, planting or other material 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 water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

WATER

9. The Grantor is under no obligation to deliver domestic or 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. It is contemplated that domestic and irrigation water for use at any lot shall be supplied by the Grantee and shall originate from a well to be drilled and excavated by the Grantee at Grantee's expense. Such wells shall be constructed and located in all respects in accordance with applicable state and local health and safety laws and regulations, and the location of each well shall meet the requirements of the Central District Health Department or successor similar governmental agency.

SEWAGE
DISPOSAL

10. No central system for disposal of sewage and waste is provided by Grantor, and it shall be the responsibility of each Grantee to provide an individual system for disposing of sewage and waste from Grantee's lot. All bathroom, sink and toilet facilities shall be located inside the dwelling or other suitable appurtenant outbuilding, and shall be connected by underground pipe with a private septic tank, placed at a depth and made of a type construction and located at such point as may be in accordance with applicable health and safety laws and regulations, and shall meet the requirements of the Central District Health Department or successor similar governmental agency. All necessary approvals of applicable governmental agencies and bodies shall be obtained prior to construction of such sewage disposal facilities. Grantor shall have no obligation to construct any sewage disposal systems or provide any connection thereto.

REFUSE AND
DUMPING

11. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, abandoned automobile bodies, or other waste material. All such materials shall be kept in sanitary containers. All incinerators (if

permitted by law) and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No junk machinery, trailers, trucks, appliances or unsightly material of any sort or nature, or junk automobiles shall be kept on any of said premises. Storage of any machinery, trailers, trucks, boats, automobiles and appliances unless for a temporary period, shall be concealed in a structure so that the same shall not constitute an unsightly or offensive condition. Machinery, construction equipment, and building materials shall be stored at locations where the same are not visible from the roadways within the subdivision, except during the time of actual construction of buildings and improvements wherein the same are used.

PROSECUTION
OF WORK

12. The construction of all dwellings or outbuildings shall be diligently and continuously carried on from the time of commencement thereof and shall be completed within 12 months of the date of commencement of construction (weather and other causes beyond the reasonable control of Grantee permitting).

FENCES

13. No fence, hedge or boundary wall situated anywhere upon a lot shall have a height greater than six (6) feet above the ground graded surface where such fence, hedge or wall is situated. No barbed wire shall be used on any of such fences, and all fences of whatever kind or nature, wire, wire mesh or otherwise, shall be kept and maintained in good repair and appearance so as to be inoffensive to other property owners in the Subdivision and to serve their purpose.

SIGNS

14. No signs or billboards of any kind or for any use shall be erected, posted or displayed upon any building site. The name of a resident or a dwelling house upon a building site may be displayed upon a name or address plaque. The Grantor reserves the right to display signs upon lots or building sites remaining in the ownership of the Grantor during the period that those building sites are for sale by the Grantor or its agents.

UTILITIES

15. All utilities requiring the use of transmission wires or lines shall be constructed, installed, and maintained underground except for any electrical lines already in existence as of the date of recording of this instrument. Grantor hereby covenants, on behalf of itself and its successors and assigns, to and with the original purchaser of each lot within the Subdivision, and such original purchaser's successors and assigns, that Grantor shall at its expense bring, or cause to be brought, underground electrical power lines to a point in the street on which said lot abuts, and such work shall be completed within one (1) year after receipt of full payment for said

lot by Grantor, or its successors or assigns, unless a different time be agreed upon in writing between Grantor and said original lot purchaser. This covenant shall inure to the benefit of, and shall be enforceable by, the original purchaser's successors in ownership of any lot. It shall be the responsibility of the lot owner, however, to connect to the underground electrical power line at its location in the abutting street, and to bring such power from the point of connection at the street to the point of connection with such lot owner's electricity-consuming facilities upon said lot. Other than said underground electrical lines, Grantor shall have no responsibility to provide gas, telephone, or other utility services within the Subdivision, and Grantor makes no representation as to the availability of such other utility services.

EXCAVATIONS;
TREE REMOVAL

16. 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.

INVALIDATION

17. Invalidity of any one of these covenants by judgment or court order shall in no way affect any of the other covenants or provisions hereof, all of which shall remain in full force and effect.

TERM;
AMENDMENTS

18. These covenants shall remain in force and effect and run with the land for twenty (20) years from the date the same are recorded, after which time said covenants shall be automatically extended for an additional ten (10) years unless an instrument containing an agreement changing the same in whole or in part, or terminating the same, which is signed by the owners of a majority of the lots in said subdivision, has been recorded. These protective restrictions and covenants may be amended, from time to time, with respect to any part or portion thereof, providing at least three-fourths of the property owners as of the date of said amendments consent thereto in writing, duly executed and recorded, and providing such proposed amendments shall have been first approved in writing by the applicable governmental planning and zoning agencies.

ENFORCEMENT

19. If any party shall violate or attempt to violate any of the covenants herein contained, and shall persist in such violation or attempt after ten days' notice in writing served or delivered upon such party, then any other person or persons owning any real property in said subdivision may prosecute any proceedings at law or in equity against such party, either to prevent such violation or to recover damages therefor, and in any such proceedings the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party or parties.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed effective as of the 4 day of January, 1978.

LANDALE CORPORATION

By [Signature]
Dale T. Josephson, President

STATE OF IDAHO)
COUNTY OF Falluy) ss.

On this 9th day of January, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared DALE T. JOSEPHSON, known to me to be the President of the corporation which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

[Signature]
Notary Public for Idaho
Residing at Cascade

Contract

STATE OF IDAHO
COUNTY OF _____
I, _____, of the County of _____
State of Idaho, do hereby certify that _____
is the owner of _____

#95012
2-13-78

AMENDMENT TO
DECLARATION OF PROTECTIVE RESTRICTIONS
AND COVENANTS OF
PONDEROSA SHORES SUBDIVISION NO. 2
VALLEY COUNTY, IDAHO

THE UNDERSIGNED, owner of all that certain real estate situated in Valley County, Idaho, more particularly described as PONDEROSA SHORES SUBDIVISION NO. 2, according to the official plat thereof filed in Book 7 of Plats at Page 3, records of valley County, Idaho, does hereby amend the Declaration of Protective Restrictions and Covenants of said subdivision (recorded as Instrument No. 94566, records of Valley County, Idaho) as follows:

Paragraph 15 of said Declaration of Protective Restrictions and Covenants is hereby deleted and the following is substituted therefor:

- UTILITIES 15. Except as may be provided in any written agreement between Grantor and any lot owner, Grantor shall have no responsibility to provide electricity, gas, telephone, or other utility services within the Subdivision, and Grantor makes no representation as to the availability of any such utility services.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be executed on the 7th day of February, 1978.

LANDALE CORPORATION

By Dale T. Josephson
Dale T. Josephson, President

STATE OF IDAHO)
)ss.
COUNTY OF ADA)

On this 7th day of February, 1978, before me, the undersigned, a Notary Public in and for said State, personally appeared DALE T. JOSEPHSON, known to me to be the President of the corporation which executed the foregoing instrument, and acknowledged to me that such corporation executed the same.

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

Wright D. Beckel
Notary Public for Idaho
Residing at Boise, Idaho

95012

State of Illinois
County of Valley

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

Lander, Inc.

of 170 minutes past

o'clock P.M. this 13th

day of January 1971

in my office and duly recorded in

my 1st Menu

book of John Crutcher

County Clerk

By Miller Deputy

Fee \$ 1.00

21 N Orchard St

Price 83704

Completed	<input checked="" type="checkbox"/>
Indexed	<input checked="" type="checkbox"/>
Filed	<input checked="" type="checkbox"/>
Dec. Affairs Appx 5	