

0416046

Restrictive Covenants

STATE of IDAHO	
County of Idaho	
Recorded at request of <u>Loren England</u>	
at <u>10:35 a</u> m	on <u>3/23/01</u>
ROSE E. GEHRING	
By <u>Loren England</u>	Recorder
Fees \$ <u>18.00</u>	Deputy

m/ Rt 1 Box 538
Kooskia, ID 83539

We the undersigned, LOREN F. ENGLAND AND LAVAHN L. ENGLAND husband and wife, Trustees of the England Trust of Rt. 1, Box 538, Kooskia, Idaho 83539, hereinafter referred to as the Subdividers, currently being the owners of the real property situate in Idaho County, State of Idaho, described as follows, to Wit:

That property known as South portion of Quailwood Estates Subdivision in Sections 30, 31, 32 Township 33 North, Range 4E, BM as Follows:

Block 1, Lots 2,3,6,8,9,10 and 11
Block 3, Lots 6,7,8,9,10,12,13, and 14
Block 4, Lots 9,10,11,12
Block 5, Lots 1,2A and 2B

Whereas, the Subdividers desire to place certain restrictions and conditions upon the property shown and described in the South Quailwood Estates instrument # 0416046 shall be subject to each and all of these expressed covenants running with the title of the property and with each and every part and parcel thereof.

I

All Persons, Corporations, Partnerships or other entities who now have or shall hereafter acquire any interest in or to the above described real property, or any portion thereof, shall be taken and held to agree and covenant with the owners of any parcels of real property contained herein, their heirs, assigns and successors, to conform to and observe the following specific limitations during the term of these covenants. None of the owners of property now, or their heirs, assigns or successors, shall subdivide the property into parcels smaller than exist on the current plat which is recorded, as aforesaid, within the South Quailwood Subdivision. No particular lot or parcel shown on said recorded plat shall include more than one single family dwelling per parcel. (Single family dwelling shall not include the statutory definition under Idaho Code S67-6531 existing at the time of the adoption of these covenants. It is specifically intended that the definition of single family dwelling shall mean what the ordinary words imply and homes for unrelated mentally or physically handicapped persons on a commercial basis shall not be permitted.)

II

Each single family dwelling must consist of no less than 1250 square feet of living area. That living area shall not include but be independent of any garage, deck or patios. Each home is to be on a full and permanent masonry foundation. Roofs shall be of composition, colored metal or shake. All siding on any structures must be colored metal or vinyl and if made of a surface that needs to be finished all surfaces shall be either appropriately painted or appropriately stained.

Manufactured homes shall be allowed in the area, but they must be of a size as described above, must be of at least a doublewide variety and must meet the requirements of manufactured homes with all manufactured home axles and wheels removed. Further, no mobile home or manufactured home placed within the subdivision can be older than three (3) years at the time of its placement upon a particular lot. Each manufactured home shall be located and placed on any lot in accordance with the requirements of the Idaho Manufactured Housing Set-Up code in place at the time. Since there is a previous requirement that there be a masonry foundation manufactured housing shall also have masonry foundations and any manufactured housing once installed shall meet the criteria within Idaho County for taxation as real property. This paragraph requiring a permanent location of either a custom built home or a manufactured home as required shall not be construed so as to prevent the temporary use of a mobile home for a period of not to exceed one year while a permanent home is being constructed or located on the property. However, once a permanent home is located within the time frames described by those covenants all temporary homes shall then be taken out of service. Recreational vehicles may be neatly stored on lots throughout the subdivision, but recreational vehicles shall not be lived in on a permanent year around basis

Any outbuildings which compliment the principal dwelling on any property shall be no larger than 2000 square feet of floor space per building. The exterior of any outbuilding must be compatible and generally correspond to the principal dwelling on the property. Colored metal, vinyl or painted wood siding shall be allowable, but there shall be no galvanized metal siding or galvanized metal roofing on any such outbuilding.

No dwelling or other outbuilding shall be located on a lot in a fashion that would materially interfere with any view of an existing building on any neighboring property within the subdivision and there must be at least a 20 foot setback from any property line on side yards and a 50 foot setback from all public rights of way.

III

The parties understand and restrict the use of the property to residential and limited agricultural uses and there may be uses of the property for what are generally known as cottage industries. There shall be no heavy commercial use of the property in any fashion nor any regular retail sales operations located on the premises. Light duty personal service businesses such as beauty shops or other similar businesses shall be allowable, provided that ample off road parking is provided. There shall be no multi-family dwellings such as duplexes or apartments on any lot in the subdivision.

IV

It is further provided that no owner of the property or any assignee, successor or transferee of any property shall be permitted to maintain or use any of the above real property in a manner which would constitute a private nuisance as that term is defined and understood by the terms of the Idaho Code now in existence or as hereinafter amended. It is specifically included in the definition of nuisance that any instrumentality which causes or creates noise at an unreasonable level or at late or extremely early hours shall not be permitted.

All animals shall be restrained to the property to which they belong. Dogs shall not be permitted to run loose throughout the subdivision and specifically barking dogs shall constitute a nuisance by definition under these covenants. There shall be no more than two dogs per residence.

No more than one mature Cow or one Horse per two acres shall be allowed on a permanent basis in the subdivision. Any maintenance of Llamas, Ostriches or similar animals will likewise be limited to only one per acre. There shall be no Goats of any kind within the subdivision and there shall be no Swine unless they would be part of a duly registered 4-H project and always limited in number to no more than 2 Swine. Sheep shall be only allowed likewise, as limited 4-H projects. No animals shall be maintained in a way that manure accumulates so as to create excessive odors or insect problems.

V

Each landowner will be responsible for the care and control of excessive vegetation so as to prevent fire hazards within the subdivision.

VI

All existing trees on the premises shall be continued and there shall be only cutting of such trees in a selective manner for thinning the same and the removal of dead and dying trees or for purposes of clearing land for building. All other trees in healthy condition not interfering with any building projects shall be continued.

All parcels of land shall be maintained in a manner as not to be offensive to neighboring lots at any time. No collection of junk, junk cars, or similar personal property which would be generally offensive to the neighborhood shall be collected on any lot at any time.

VII

It is understood that no signs larger than 3 feet by 4 feet shall be allowed on any premises in order to protect the privacy of adjoining lot owners.

VII

The foregoing restrictions shall run with the land and be binding upon all persons mentioned herein for a period of 30 years. At the time the 30th year shall arrive these covenants will expire, unless they shall be renewed by at least 75% of the then existing owners by area of real property affected. Any renewal must be accomplished within 6 months of the date of the expiration or otherwise they will be forever void.

IX

All property owners agree that in the event of disputes that cannot be otherwise resolved to submit the same to binding arbitration, with one arbitrator being picked by the sitting Magistrate in and for Idaho County, Idaho, upon proper application therefor. The rules of the Idaho Arbitration Act shall be applicable to such arbitration unless in conflict herewith.

X

If any land owner, grantor, grantee, lessee or the holder of any property, their heirs, assigns or devisees, violate any of the covenants, conditions, restrictions or reservations herein mentioned, actions in law or equity may be brought by any owner, grantor, grantee, buyer or lessee of the property for injunctive relief, damages or other lawful remedies then available. A party found in violation shall be adjudged in addition to the legal relief granted against him to pay reasonable attorney fees and costs. In any action for injunctive relief no bond shall be required pursuant to Rule 65 of the Idaho Rules of Civil Procedure.

XI

The parties understand that the roads within the subdivision shown in Exhibit A, known as Red Bird Drive, Blue Bird Drive and Black Bird Drive, shall be subject to a maintenance agreement which is Exhibit B to these covenants.

IN WITNESS WHEREOF, the subdividers have set their hands and seals the day and year first above written.


LOREN F. ENGLAND


LAVAHN L. ENGLAND

STATE OF IDAHO
COUNTY OF Sevier

On this 21st day of March, 2001, before me a Notary Public in and for said county and state, personally appeared LOREN F. ENGLAND and LAVAHN L. ENGLAND husband and wife, known to me to be the persons whose names are subscribed to the within instrument and they acknowledge to me that they freely executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Tamara K. Ragains
Notary Public for the State of Idaho
Residing at Hamish, Id therein
My commission expires 08/10/2004

SPECIFICATIONS AND REQUIREMENTS FOR: Red Bird Drive, Blue Bird Drive, Black Bird Drive.

The original subdividers, Loren F. England and Lavahn L. England, husband and wife, agree to maintain at their expense all roads within the subdivision for a period of up to two years or until 6 lots are sold whichever comes first. At that time, a road maintenance committee will be formed from the owners of all lots within the subdivision. A simple majority of the owners of property within the subdivision with one vote per lot shall be sufficient to decide the maintenance program to which the roads will be subjected. The maintenance committee shall have the ability to vote a future assessment on owners of property within the subdivision on a per lot basis as from time to time would be appropriate for reasonable maintenance. In the event that a particular owner does not contribute the amount of a proposed assessment, after reasonable notice, then the association shall be entitled to a lien on the non-contributing party's property until payment. Any such lien can be enforced in the District Court in and for Idaho County, Idaho.

In future assessments the committee shall have the discretion with relation to the amount of assessment depending upon the location of the lot in relation to the length of the road actually used by lot owners. Future contributions thus might not necessarily be required to be equal.

Futhermore, any land owner using the road or his agents, invitees, or guests would cause damage to any of the roads within the subdivision in excess of ordinary wear and tear that land owner shall have the duty when weather permits to replace the road in as good a condition as it was prior to damage.

Any dispute among property owners that cannot otherwise be settled will be settled by arbitration with one arbitrator being picked by the sitting District Judge in and for Idaho County, Idaho who shall settle the dispute among the non-agreeing parties which settlement shall be binding, enforceable and non-appealable pursuant to the Idaho Arbitration Act.