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RESTRICTIVE COVENANTS
FOR ACRE VIEW ESTATES

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The undersigned, being the owners of the property hereinafter described, do adopt the following protective covenants in their entirety to apply to real property to be subdivided and contained in a subdivision to be known as "ACRE VIEW ESTATES" a parcel of land situated in the SE 1/4 of the SW 1/4 of Section 15, T.34N, R.14W, BOISE MERIDIAN, more specifically described as Lots 1 thru 11 Block 1 and Lots 1 thru 6 Block 2 ACRE VIEW ESTATES SUBDIVISION, which are of record in the office of the Ada County recorder of Ada County, State of Idaho, in book of plate at pages and records of Ada County, Idaho.

The said ACRE VIEW ESTATES SUBDIVISION is divided into single family, one acre or larger lots in compliance with the local and state regulations and laws.

The following covenants shall run with the land and be in force and effect for thirty (30) years hereafter unless sooner modified or terminated by agreement of seventy-five (75%) of the lot owners of record and after all lots therein have sold by the developer. Modifications or termination of these covenants can only be made with consent of the developer while any lots or residential buildings in the subdivision remain in the ownership of the developer.

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1. No buildings, fences, walls, structures, trees or shrubs shall be placed or permitted to remain on any lot in this subdivision which would obstruct or interfere with the view of the surrounding area from any building on the lot. This includes, but is not limited to, the view of the surrounding area from the front, side and rear of the lot. The Architectural Committee shall have the right to review and approve or disapprove any proposed building or structure on the lot. The Architectural Committee shall have the right to require the applicant to submit a site plan showing the proposed building or structure and its location on the lot.

2. The Architectural Committee shall have the right to review and approve or disapprove any proposed building or structure on the lot. The committee shall also consider the effect the building or other structure or alterations may have on the outlook of adjacent or neighboring properties, and the effect or impairment that said structures may have on the view of surrounding building sites.

(2) Variances in building set-back requirements shown on the plat may be given by the Architectural Committee upon proper showing and so long as the county ordinances on set-back requirements are met.

(3) The ground floor area of any newly constructed one-story house in the subdivision shall not be less than 1600 square feet. Newly constructed two-story and tri-level or multi-level homes shall have not less than 2000 square feet, exclusive of the covered porches, entrances, patios, basements with over 50% under ground or garages.

4. The design of each house in this subdivision shall be required to include aesthetically pleasing features such as brick, stucco, or stone for front enclosure. Roof pitch must be at least a five pitch with a minimum of three broken roof lines, gables, or hip roofs. Each home will be equipped with a pole type yard light located in the front.

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yard and equipped with an auto on light sensor. Exterior colors of earth tones or grays will be encouraged. Bright bold colors will not be allowed. Roof materials may consist of CEDAR SHAKE or SHINGLE, TILE or MASONRY COMP., ARCHITECTURAL SHINGLES.

(5) No gravel roofs, split entry homes or moving of pre-built homes or out-building will be allowed except for NEW SMALL storage buildings can be approved by architectural committee if all other requirements are met.

6 All houses shall have an attached enclosed garage which will accommodate at least two cars side by side and triple car garages will be encouraged. no more than a four car garage will be allowed.

(7) Peripheral fences shall be of pole, split rail, or horizontal board. Construction consisting of a minimum of three rails from the house back and two rails from the house to the road. wire mesh of a good quality, may be attached to wood peripheral fences for animal control. Interior pool fences may be of four or five strand barbed wire with steel post not more than sixteen (16) feet apart. Electric fencing may also be used for interior control. Fences shall be attached to a solid foundation. Fences shall be maintained in good condition. No fence shall extend more than 10 feet from the house. Fences shall be placed on the lot and maintained in good condition. Fences shall be placed on the lot and maintained in good condition.

(8) The front yard shall be a minimum of 10 feet from the front lot line and rear yard shall be a minimum of 10 feet from side lot line, not nearer than the 10 feet from the rear lot line.

(9) Construction of any residence in the subdivision shall be commenced no later than one (1) year after lot is purchased from developer. In the event construction is not started declarant hereby has the right at his sole discretion to repurchase lot at a price equal to the price owner paid declarant less sales costs of original sale. Unless an extension is obtained in advance of deadline in writing. Construction of any residence in the subdivision shall be diligently pursued after commencement thereof and shall be completed within six (6) months.

(10) No shack, tent, trailer house, mobile home, basement only, or any type of living quarters other than permanent dwelling which plans have been approved by the Architectural Committee shall be allowed on the property. The exception will be for mobile homes or trailers for children or guests such as Motor Homes but only after they are completed and occupied and not for more than a two week period. And must be parked in an approved, screened parking area.

(11) 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 the subdivision. Weeds shall be kept cut to less than eight (8) inches and shall not at any time be allowed to go to seed. If the owner of a lot does not exercise proper weed control then a professional may be hired by any other property owner to maintain the offensive lot and a lien placed against the lot for labor and material costs incurred.

(12) Keeping of cats not of two animal units per acre will be permitted. Lambs and Bucks are to be considered as one-half (1/2) unit for swine, pigs, goats shall be allowed. Any poultry must be enclosed in a properly designed shelter and shall not create any annoying or offensive behavior to any other owner or renter in the subdivision. All DOGS and CATS or other household pets kept on these premises shall be properly fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the property of others. Any other request by lot purchaser must be approved by the Architectural Committee.

(13) No barn, building, shed or other structure shall be erected, altered or repaired on the lot unless the owner of the lot has first obtained a permit from the Architectural Committee. The permit shall be issued only if the proposed structure is in accordance with the requirements of the subdivision and the proposed structure is in accordance with the requirements of the subdivision.

(14) No structure shall be erected, altered or repaired on the lot unless the owner of the lot has first obtained a permit from the Architectural Committee. The permit shall be issued only if the proposed structure is in accordance with the requirements of the subdivision and the proposed structure is in accordance with the requirements of the subdivision. The exterior of such buildings shall be finished within ninety (90) days from the beginning of construction. No building must be approved by the Architectural Committee prior to beginning of construction.

(15) No barn, loading shed or other building for housing or care of animals shall be placed within one hundred (100) feet of any residence or domestic water well.

(16) Additional easements. In addition to the easements shown on the recorded plat, and easement is further reserved five (5) feet on each side of all lots for installation and maintenance of utilities, irrigation and drainage. 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 the utilities or which may change the direction of flow of water through drainage channels in the easements. The easement shall be maintained continuously by the owner of the lot. Improvements within the easements are to be maintained by the owner of the lot deriving benefit from said improvements except for those improvements for which a public authority or utility is responsible.

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(17) All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building and shall be connected by underground pipe to buried approved septic tanks.

Approval of all sewage-disposal systems installed shall be obtained from the Central District Health Department and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

18 No sign of any kind shall be displayed to public view on any building or building site on said property except a professional sign of not more than five (5) square feet advertising the property for sale or rent. The developer shall be allowed an exception to this condition which shall allow two thirty, two (32) square foot signs until all lots have been sold. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the Declarant or its agent may post a "sold" sign for a thirty (30) day period following the sale.

19 No pile of refuse or refuse shall be placed or stored on the property of the Grantor or Grantee except in a pile or storage area for waste disposal which shall be approved in writing by the health department for storage of such refuse and shall be maintained in a neat and clean condition.

20 No part of a truck, trailer or any motor vehicle, truck, car, or any other vehicle shall be parked on the property except in a garage or other approved enclosed area and no portion of any such vehicle may project beyond the enclosed area. Parking of automobiles or other vehicles or any part of the property or on public way adjacent thereto shall be prohibited except within garages, carports or other approved areas. The Architectural Committee shall be the sole and exclusive judges of approved areas. Their decision is final and binding.

21 No machinery, building equipment or material shall be stored upon site until the Grantee is ready and able to commence the construction with the respect to such building materials which then shall be placed within the property line of such building site upon which the structure is to be erected, and maintained in a neat orderly manner.

22 Installation for radio and or television antennae or other aerials shall be prohibited outside any building without written consent of the Architectural Committee, which may require them to be screened from neighbors and the street view.

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23) No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare. One mercury vapor security light will be allowed per dwelling provided said light does not create an undesirable glare to any neighbor. No sound shall be emitted from any lot which is unreasonably loud or annoying. No odor shall be emitted from any lot which is noxious or offensive to others.

24) All electrical utilities are to be buried from the public right-of-way to the residence and any out buildings.

25) Maintenance costs of the central irrigation system are to be shared equally by all lot owners provided water via the central system. Costs may include monthly power bills, pump repair or main line maintenance. The irrigation system, once all lots are sold, will be governed by lot owners. One lot one vote. Changes to the operation and maintenance will require 75% of eligible votes. Irrigation times and water shall be allotted by the 10th of an acre increments.

26) The use of any lot shall conform with the laws of the State of California and the County of Orange and shall be subject to all applicable laws, ordinances, rules, regulations and orders of any governmental agency. The owner of any lot shall be responsible for obtaining and maintaining all necessary permits, licenses, approvals and clearances from all applicable governmental agencies. The owner of any lot shall be responsible for obtaining and maintaining all necessary permits, licenses, approvals and clearances from all applicable governmental agencies. The owner of any lot shall be responsible for obtaining and maintaining all necessary permits, licenses, approvals and clearances from all applicable governmental agencies. The owner of any lot shall be responsible for obtaining and maintaining all necessary permits, licenses, approvals and clearances from all applicable governmental agencies.

27) Enforcement against any person or persons violating or attempting to violate any covenant herein after ten (10) days notice thereof in writing served on the offending party, shall be had by any property owners within said subdivision either at law or equity. In the event of judgment against any person for such, the Court may award injunction against any person for such violation, require such compliance as the Court deems necessary, award such damages, reasonable counsel fees and Court costs as may be suffered or incurred and such other or further relief as may be deemed just and equitable.

28) Any owner, or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by proceeding at law or in equity, all restrictions, conditions, covenants, regulations, rules, terms and charges not hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.

(29) A committee of three persons shall act as an architectural design committee and shall prior to any new construction in said subdivision, be furnished with one set of detailed plans and specifications, including exterior colors, of any proposed building to be located in said subdivision and shall be allowed ten (10) days to review said plans, drawings and specifications. If said committee shall approve of the proposed building, or modification or alteration thereof, they shall so indicate by the dating and signing of set of plans by a member of the committee, and their approval shall be construed as full compliance with the provisions of Paragraph One (1) of the original covenants, including landscaping and fee with refund.

The committee shall consist of the following:

- Neil Clapsaddle
- Becky Clapsaddle
- Frank Madson

After the developer has sold all the lots in this subdivision, the Architectural Review Committee shall be dissolved and the residents of the subdivision shall be bound by the original covenants and shall not affect this agreement.

A majority of the members of the Architectural Review Committee, in the exercise of their duties, shall be liable to each party or parties in the same manner as if they were partners in a partnership. If any member of the Architectural Review Committee shall be an owner of a lot in said subdivision, the Architectural Review Committee, all of which shall be in full force and effect.

Stage 1: The builder of any new building on any lot in this subdivision shall be required to install curbs, fences and driveways, gutters, downspouts, and other exterior facilities free of damage and in good and sound condition at the conclusion of the construction period. Fine grading on each individual lot shall be required to conform to the master drainage plan of the subdivision. It shall be conclusively presumed that all such improvements are in good, sound condition at the time building is begun on each lot unless the contrary is shown in writing at the date of conveyance or by date of possession, whichever date shall first occur, which notice addressed to a member of the Architectural Committee.

(31) Invalidation of one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

IN WITNESS WHEREOF, WE, the undersigned, have hereunto placed our hands and signatures at the office of the undersigned, at the day of February, 1988.

C. Neilson Clapsaddle

ACKNOWLEDGEMENT - Individual

STATE OF Idaho County of Ada

On this 5th day of February 1993 before me the undersigned a Notary Public and the said party personally appeared

Curtain Clapsaddle

and acknowledged to me the Notary Public that she executed the foregoing instrument as her free and voluntary act and acknowledged to me the



Valerie De Lawrence
Notary Public
Idaho
11/12/95