

9387283

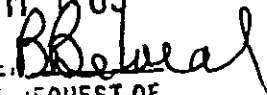
ADA CO. RECORDER  
J. DAVID NAVARRO  
BOISE ID 1620000419

AJA ACRES IRRIGATION PLAN

STEWART TITLE

'93 OCT 20 PM 4 05

FEE 2400  
RECORDED AT THE REQUEST OF

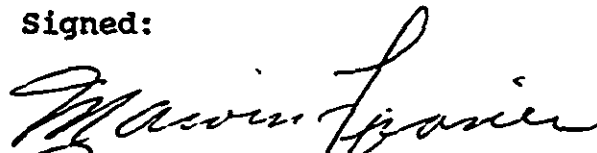
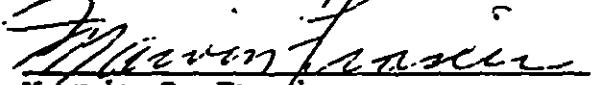




Irrigation water will be provided to each lot either through open ditches or underground piping. Water rights for Aja Acres will be divided equally among the lots. Each lot will get the water for two consecutive days during a sixteen day cycle, and from year-to-year the lot receiving the water first will rotate (ie. Spring 1994 Lot 1 will get the water first, Spring 1995 Lot 2 will get the water first, and so forth).

The cost and scheduling of water will be determined by the homeowners at a meeting in March each year. Each lot will pay one-eighth (1/8) of the bill from Farmers Union Ditch Company (FUD), which is due annually in March. Each lot owner is responsible for maintaining his/her own ditches and/or pipes. However, if the main irrigation system needs updated or repaired (for reasons other than a homeowner damaging it) the cost will be split equally among the lots.

At the first meeting in March 1994 two officers will be elected to serve with the developer on the irrigation committee. This committee will be responsible for collecting and paying FUD, setting up the annual meeting, and enforcing the water schedule. Should a matter arise requiring a vote, each lot has one vote, and majority rules.

Signed:

  
  
Marvin S. Frasier  
Owner and Developer

  
  
Sharon I. Frasier  
Owner

AJA ACRES  
Subdivision

RESTRICTIVE COVENANTS

The undersigned, being the owners of the property hereinafter described, do hereby 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 AJA ACRES, a parcel of land situated in Government Lot 4 and S9.80 acres of Lot 3, Section 31, Township 5 North, Range 1 East, Boise Meridian. More specifically described as Lots Two(2), Three(3), Four(4), Five(5), Six(6), Seven(7), and Eight(8). All of the lots in the AJA ACRES Subdivision are of record in the office of the County Recorder of Ada County, State of Idaho, in Book 43 of Plats at Pages 6364-6365 records of Ada County, Idaho.

The said AJA ACRES Subdivision is divided into single family five acre residential 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 from the date of this recording. After said time such covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after all lots have been sold by Frasier, hereinafter called "Developer", an agreement signed by the owners of 75% of the land of this subdivision has been recorded agreeing to change or terminate said covenants in whole or part. Modification or termination of these covenants can only be made with the consent of the Developer as long as any lots in this subdivision remain in the Developer's ownership. The covenants are as follows:

1. The purpose of these covenants is to insure the use of each lot of real property located in AJA ACRES for attractive residential purposes only, to prevent nuisances, to prevent the impairment of the value and attractiveness of the real property involved and to secure the owner of each lot or parcel in AJA ACRES the full benefit and enjoyment of such lot of real property.

2. A committee of three persons shall act as an architectural review committee and shall, prior to any new construction in said subdivision, be furnished with one set of detailed plans and specifications of any proposed building and shall be allowed ten (10) days to review said plans, drawings and specifications. If said committee shall approve of the proposed building or modifications, they shall so indicate by the dating and signing of the set of plans by a member of the committee, and their approval shall be construed as full compliance with the provisions of the covenants. The committee shall consist of the following:

Marvin S. Frasier  
Sharon I. Frasier  
Brenda J. Chiles

3172 Beacon Light Rd., Eagle, Idaho 83616  
3172 Beacon Light Rd., Eagle, Idaho 83616  
5750 Hallmark Ct., Boise, Idaho 83703

After the Developer has sold all of the lots in this subdivision, the Architectural Review Committee shall be turned over to the residents of the subdivision and not before. Amending these covenants shall not affect this provision. A majority of said committee is empowered to act for the committee. In the event any member of the committee is unable to act or fails or desires not to act, the remaining committee members shall appoint an owner of a lot in said subdivision to serve on said committee, all of whom serve without compensation.

3. No building, fence wall, structure, improvement or obstruction shall be placed or permitted to remain upon any part of said property unless a written request for approval containing the plans and specifications, including exterior color scheme, has been approved by the Architectural Committee. The approval of the committee shall not be unreasonably withheld if the said plans and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwellings then located on said property.

4. No building shall be located on any lot nearer to any lot line than the current County set-back requirements. But in any case, no building shall be located on any lot nearer than fifty (50) feet from the front line and twenty-five (25) feet from the rear line nor nearer than fifty (50) feet to any side line. Where a garage or other appurtenant structure is not a part of the dwelling house, no portion of the garage or other structure shall be nearer the front or street line than the front line of the house. No barn, loafing shed or other building for housing or care of animals shall be placed within 100 feet of any neighbors residence building or individual domestic well. For the purpose of this paragraph, eaves, steps, open porches, decks and bays shall be considered a part of the buildings or structures.

5. The ground floor area of any newly constructed one-story house in this subdivision shall not be less than 2000 square feet, and newly constructed two-story and tri-level homes shall not be less than 2250 total square feet with at least 1400 square feet being on the ground floor (bottom level of tri-level is considered part of ground floor). These square footage requirements are exclusive of basements, outside covered porches and entrances, garages, and patios.

6. The design of each house in this subdivision shall endeavor to include aesthetic qualities such as log homes or brick, redwood, cedar or stone facings on the front exposure, bay windows, roofs of at least 5/12 pitch, broken roof lines, gables, hip roofs, etc.. Exterior colors of earth tones or grays shall be encouraged. Bright or bold colors or very dark colors shall be discouraged.

7. No gravel roofs, split entry homes or moving of pre-built homes or outbuildings into subdivision. Shake or tile roofs will be encouraged.

8. All lots shall have a driveway and a minimum of two off-street automobile parking spaces within the boundaries of each lot. This area shall be exclusive of the required minimum enclosed two car garage area, which shall be well constructed of good quality material and workmanship.

9. Peripheral fences shall be not higher than six (6) feet and shall be of good quality and workmanship and shall be properly finished and maintained. Barbed wire fences will not be allowed on front or sides facing neighbors or road.

10. Construction of any residence in this subdivision shall be diligently pursued after commencement thereof, to be completed within eight (8) months.

11. No shack, tent, trailer house or basement only shall be used within the subdivision for living quarters, permanent or temporary.

12. Nothing of an offensive, dangerous, odorous or noisy nature 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. No logging trucks, junker or wrecked cars will be permitted to be parked or stored within the subdivision. This is also to include jalopy-type cars and commercial trucks over 1 ton. Noise created by motorcycle riding will be considered a nuisance and disallowed except for transportation. Unnecessary riding of recreational vehicles will not be permitted.

13. Parking of boats, trailers, motorcycles, trucks, campers, recreational vehicles, unlicensed vehicles and like equipment shall not be allowed on any part of any lot nor on public ways adjacent thereto, but only within the confines of an enclosed garage, storage port or behind a screening fence or shrubbery. Ample time shall be allowed for the growth of shrubbery. Automobiles shall be parked within garages, carports or driveways.

14. All animals (except pigs and billy goats) will be allowed for personal or 4-H related projects. A maximum of one and one-half animal units per acre will be permitted. All dogs and cats or household pets shall be properly fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the property of others.

15. No business shall be conducted on the above property that cannot be conducted within the residence of the owner. No commercial dog kennels. No oil exploration, development or structure shall be permitted upon the lots in this subdivision. No hunting shall be conducted on above property. Specifically, no killing of fox and birds of prey.

16. All outbuildings shall be constructed of good quality building material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property and must be approved by the Architectural Committee. Plywood siding shall not be used on any buildings.

17. No building or structure shall be placed on said property so as to obstruct the windows or light of an adjoining property owner in said subdivision.

18. 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 wet line sewer/septic connection lines. Approval of all sewage-disposal systems installed shall be obtained from the City-County Health Department and the Grantor shall have no obligation to construct any sewer or provide any connection thereto.

19. 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, or signs used by the Developer to advertise the property during construction and sales period. If a property is sold or rented, the sign relating thereto shall be removed immediately except that the Declarant or agent may post a "sold" sign for a reasonable period following the sale.

20. No lot or building site included within this subdivision shall be used or maintained as a dumping ground for waste material. Incinerators are not permitted. All garbage receptacles and cans and wood piles shall be kept clean and sanitary and shall be kept from ordinary view of the adjoining lots.

21. No machinery, building equipment or material shall be stored upon site until the Grantee is ready and able to commence the construction with 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. Lots are to be left in a natural state until plans are approved by the Architectural Committee.

22. Installation for radio and/or television antennae or satellite dishes is prohibited outside any building without written consent from the Architectural Committee, which would require them to be screened from street view.

23. No light shall be emitted from any lot which is unreasonably bright or causes unreasonable glare. 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. Irrigation water will be provided to each lot either through open ditches or underground piping. Water rights for AJA ACRES will be divided equally among the lots. Each lot owner is responsible for maintaining his/her ditches and/or pipes. The cost and scheduling of water will be determined by the Home Owners in the spring of each year, and billings will then be disbursed.

25. All landscaping shall be maintained in cultured state. All weeds must be kept clear of the dwelling, and weeds in fields/pastures shall be cut or kept at less than four (4) inches.

26. Resubdivisions: In order to better carry out and preserve the intentions of the Grantors to make this Subdivision strictly one of suburban acres, it is agreed that no lot or tract shall be sold or offered for sale containing less than the full area described in the plat. The plat of this subdivision shall not be amended without prior

approval of the Ada County Commission. Any proposed resubdivision of this plat must comply with County Ordinances as of the date of the proposed resubdivision. In the event that this Restriction is abolished by subsequent act of the owners, as herein provided, no lot shall be resubdivided to less than one acre unless a community water and sewer system is established for the Subdivision.

27. Easements are hereby reserved to the Developer, its successors in interest and assigns, public utility companies and municipal and other authorities as shown on the official plat of AJA ACRES for the installation, maintenance and use of public utility facilities thereon and thereunder. All utilities shall be installed and maintained below the surface of the ground except such portions where it is impractical to install below ground, including, but not limited to, electric transformers.

In addition to the easements shown on the recorded plat, an easement is further reserved five (5) feet on each side of all lot lines 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 utilities or which may change the direction of flow of water through drainage channels in the easements.

28. Ten (10) days after written notice, enforcement either at law or equity shall be taken against any person or persons violating or attempting to violate any covenant herein. In the event of judgement against any person for such the Court may ward 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.

29. 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 equity, all restrictions, conditions, covenants, reservations, liens and charges not hereafter imposed by the provisions of the Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed as a waiver of the right to do so thereafter.

30. Damage to Improvements: It shall be the responsibility of the builder of any residence in this subdivision to leave the street, curbs, sidewalks, fences and titled irrigation lines if any, and utility 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, with 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 owners of the property in said subdivision, have hereunto placed our hands on this 33 day of Sept., 1993.

Marvin S. Frasier  
MARVIN S. FRASIER

Sharon I. Frasier  
SHARON I. FRASIER

Individual Acknowledgement

West One Bank, Idaho, N.A.



STATE OF IDAHO.

COUNTY OF Ada } ss.

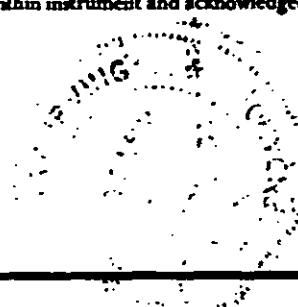
On this 22<sup>nd</sup> day of September in the year 1993 before me Peggy Irving

a notary public in and for said State of

Idaho, personally appeared Sharon I. Frasier

known or identified to me (or proved to me on the oath of \_\_\_\_\_) to be the person

whose name is subscribed to the within instrument and acknowledged to me that S he executed the same.



Peggy Irving  
Notary Public for Idaho  
Residing at Emmett, ID  
My commission expires 7-1-94

ACKNOWLEDGEMENT - Individual

STATE OF Idaho, County of Ada, ss.

On this 23rd day of September  
in the year of 1993, before me, the undersigned, a Notary

Public in and for said State, personally appeared  
Martin S. Wasielec

known or identified to me to be the person whose name is  
subscribed to the within instrument, and acknowledged to me that he  
executed the same.

Signature: Diana L. Ayres  
Name: DIANA L. AYRES  
(type or print)  
Residing at: Boise Idaho

My commission expires: 7/17/95