

Instrument # 296062

296062

VALLEY COUNTY, CASCADE, IDAHO

2005-06-02 09:50:04 No. of Pages: 8

Recorded for: MICHELLE BASYE

LELAND G. HEINRICH

Fee: 24.00

Ex-Officio Recorder Deputy

index to: RESTRICTIVE COVENANT

DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FIR GROVE ESTATES
VALLEY COUNTY, IDAHO

THIS DECLARATION is made as of the 31st day of May, 2005 by Royal Fork Restaurant Corporation, Inc., hereinafter referred to as "GRANTOR."

WHEREAS Grantor is the owner of all that certain real property situated in Valley County, Idaho, more particularly described in the plat of FIR GROVE ESTATES, (hereafter referred to as the "Subdivision"), recorded on the 2 day of June, 2004, as instrument NO. 296060 In Book 10 of Plats at Page 9 records of Valley County, Idaho; and,

WHEREAS, it is the desire and intent of the Grantor to create a residential community in which certain standards shall be established for the mutual protection of all residents, with due regard for the preservation and protection of the environment, and the restrictions and covenants established in the Declaration are intended to serve such objectives;

NOW, THEREFORE, Grantor hereby declares that all property in the subdivision (as herein defined) 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 say be enforced by Grantor, by any Owner or such Owner's successors in interest.

1. DEFINITIONS:

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

"Association" shall mean and refer to Fir Grove Estates Homeowners Association, Inc., a non profit corporation organized under the laws of the State of Idaho, or any successor or assign of the Fir Grove Estates subdivision.

"Subdivision" means Fir Grove Estates, 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. No lot as shown on said official plat shall be resubdivided into two or more tracts of land, under different ownerships, and then each such separate tract into which said original lot was resubdivided shall constitute a separate

“Lot” within the meaning of this instrument. The terms “Grantee” or “Owner” shall mean the record titleholder or holders of any “Lot”, together with the heirs, successors, and assigns of such party or parties.

“Common Area” shall mean and refer to the 1.3 acre lot located on Siscra at the center of the subdivision and shall be maintained by the Homeowners Association.

“Common Facilities” shall mean all improvements, structures, equipment and personal property (whether movable or immovable) constructed or placed upon the Common Area.

2. GENERAL PROVISIONS

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 it’s 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.

3. RESUBDIVISION

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. All structures shall be for non-commercial usage, and property may not be subdivided into smaller parcels.

4. USE OF LAND

The Grantee herein, his heirs, successors and assigns, shall use the above-described real property for residential purposes exclusively. That no buildings shall be erected, or altered or placed or permitted to remain on any Lot other than residential structures and garage buildings and outbuildings used in connection with said residences. That the design, exterior color scheme, and exterior building materials shall blend with the natural surroundings. This covenant does not, however, restrict the rental of the premises or improvements upon the premises for residential purposes.

5. STRUCTURES

The following buildings shall be permitted to be erected or maintained on any parcel: one detached residence, a private garage, and one outbuilding which is strictly incidental and appurtenant to a residence. The design, exterior color scheme, and exterior building materials shall blend with the natural surroundings. Once construction begins the property owner has one year to complete the exterior construction. Manufactured homes may be allowed on the property as long as they are on permanent foundations and are subject to approval in writing by the developer or its appointed representative(s).

6. BUILDING MATERIALS

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. All buildings (including outbuildings) will have roofs of any material so long as it blends with natural surroundings, excluding any non-colored metal roofs.

7. LOCATION

The placement of all buildings on the property shall meet with the current setback requirements as set by Valley County Ordinance. The current setbacks are 20 feet front, 20 feet rear and 7.5 feet side of lots.

8. SQUARE FOOTAGE

The square footage requirements will require no less than 600 square feet on the ground floor on a two-story building, and a minimum of no less than 1000 square feet per dwelling.

9. TEMPORARY STRUCTURES

No pick-up campers, motor homes, trailer homes, nor mobile homes of any kind shall be placed permanently on any lot or parcel of said land. Temporary use of campers, trailers and motor homes shall not exceed two weeks during any one-month period. Except, mobile homes may be placed upon a lot or parcel during construction of a permanent dwelling, but such mobile home may not remain on said lot or parcel for more than one (1) year.

10. COMMON DRIVEWAYS

The Lot owners with common driveways, as noted on the plat, will be required to share the driveway off the county road. The lot owner who builds first will be responsible for constructing the driveway to County Standards and the cost thereof. At such time, when both lot owners are using the driveway, they will be jointly responsible for the required maintenance thereof.

11. NUISANCES

No nuisances, offensive or illegal activities shall be carried on upon any property nor shall anything be done thereon which may be or may become an annoyance or nuisance to the subdivision including but not limited to snowmobiles, ATVs and/or motorcycles. The use of any firearms shall not be permitted on said property. All owners shall conform to the Valley County ordinances and State laws relating to ownership of said property.

12. ANIMALS

Not more than two (2) dogs, cats or other household pets shall be kept by any individual household; nor shall any domesticated animals be kept which unreasonably bother or constitute a nuisance to other Owners of other Lots.

Household pets may be kept as long as they are not raised for commercial purposes. These household pets must be cared for and restrained so they are not a nuisance to other residents in the subdivision. Sheep, cattle, swine, fowl shall not be permitted.

13. WATER

The domestic water for residential use shall be supplied by a water system operated by the North Lake Recreational Sewer and Water District (NLRSD). NLRSD shall provide and install water meters at all water services. Upon hook-up, Lot owners shall insure that all water services will be provided with a dual check valve to prevent backflow into the water distribution system. Absolutely no "non-potable" water source shall be connected to NLRSD water system, as such a connection constitutes a cross-connection and is strictly prohibited. No irrigation water (water rights) is connected with, assumed to possess, or implied to be given with any of these lots. All irrigation systems connected to the potable water system shall be provided with an approved backflow prevention device which shall be tested annually. Each lot Owner agrees to allow the NLRSD to inspect and approve all such installations prior to use and further gives NLRSD the authority to shut off service to any lot Owner who fails to comply with the cross-connection control requirements. Each lot Owner shall give NLRSD legal access to service and/or shut-off line meters.

14. SEWAGE DISPOSAL

All buildings with the use of water for domestic purposes shall be connected to North Lake Recreational Sewer and Water District. Approval of such system, as installed, shall be obtained from such Authority.

15. UTILITIES AND EASEMENTS

Appropriate permits must be obtained and work approved by the responsible authority or utility. Each Owner agrees at his sole expense to pay for costs and hook-up charges as established by the utility companies or public works or any other utility such as phone and or power. The Grantor reserves such easements as shown and noted on said Plat for the purpose of the construction of water mains, drainage, electric lines, sewer lines and such other public utilities as shall be necessary, convenient and desirable for the Owners.

16. REFUSE AND DUMPING

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, automobiles, trucks, appliances or unsightly material of any sort or nature shall be kept on any of said premises. 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. Lot owners are prohibited against dumping any materials of any kind into the drainage channel which runs east to west through the Subdivision.

17. DRAINAGE CHANNEL

A 30-foot easement exists along the drainage channel running east to west through the Subdivision. It is the responsibility of the Homeowner's Association to maintain the channel to remain free flowing at all times. The channel is a protected area for drainage only, and not to be disturbed or used by any homeowner in any other way.

18. FENCES

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. All fences built within the subdivision shall be kept and maintained in good repair and appearance as to be inoffensive to other property owners in the Subdivision and shall be built to local standards.

19. SIGNS

No signs or billboards of any kind for use shall be erected, posted or displayed upon any building site. Resident's name and property address 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. Real Estate signs for the sale of that particular piece of property are allowed to be displayed.

20. ROADWAYS

The roads within the development are the responsibility of the Valley County Highway District and the Valley County Road Department.

21. SITE GRADING, FOOTING/FOUNDATION REQUIREMENTS

All side and rear lot lines have a five (5) foot wide "zone" for the purpose of transporting property drainage. Said zone shall remain free of obstructions and at the natural elevation and shall be maintained by the individual lot owner. The property owner is hereby made aware that high groundwater does exist in the area and can come within six (6) inches of the native ground. As such, groundwater elevation shall be kept a minimum of twelve (12) inches below the structural footings via a sump pump system. In addition to this separation, a plastic liner shall be required at the bottom of the crawl space to further aid in the prevention of moisture accumulation. Alternatively, homes may also be constructed with slab-on-grade foundations and footings. The slab-on-grade foundation would not have a crawl space and thus no methods would be required to maintain groundwater below the footings. An additional acceptable alternative is to raise the home pad and footings high enough to maintain the seasonally high groundwater twelve (12) inches below the foundation footings. The property

owner will be solely responsible to document and prove to the County Building Official that the groundwater is maintained twelve (12) inches below the foundation footing if the home is constructed with a crawl space. If the sump pump option is selected, then individual lot owners will be responsible for construction, operation, and maintenance of private sump pump systems (including piping) for dewatering as required. The owner shall refer to the approved Drainage Report dated July 2004 found at Valley County for Fir Grove Estates Subdivision.

22. VEGETATION, LANDSCAPING, EXCAVATION

Each lot owner shall landscape his lot by doing improvement landscaping, ornamental trees and shrubs, and/or leaving it in its natural state or a combination thereof. It is the intent of this provision to insure that each lot owner does maintain a vegetation cover. All vegetation shall be watered or maintained, whether natural or improved. In addition to this landscaping and vegetation cover, there shall not be excavation of stone, sand, dirt, gravel, minerals or any other natural minerals from any of the lots.

23. LIGHTING

Exterior lighting shall be at a maximum height of twenty feet from ground level and shall be shielded from neighboring views and be reflected towards the ground. The light shall be a maximum of 100 watts and be non obtrusive. The lighting shall not reflect vertically into the night nor be pointed towards neighboring homes.

24. WOOD BURNING APPLIANCES

All wood burning appliances installed by or for owners shall be EPA approved and meet EPA standards regarding particulate emissions with a limit of one (1) wood burning device per residence.

25. COMMON AREAS

The Common Area within the Subdivision, at this time, is jointly owned with an undivided interest of all lot owners. The common area may provide the site for the water system. The intent of this area is to provide open space and a central park area to be maintained by the Homeowners Association. No other Common Areas outside the subdivision are warranted for access or use.

26. INVALIDATION

Invalidation 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.

27. AMENDMENTS

These restrictions shall run with the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property

or any part thereof, until July 1, 2014, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to a majority of owners of property within the Fir Grove Estates Subdivision, shall then terminate or amend said restrictions, and such termination or amendment shall become effective upon filing of such instrument or instruments for record in the office of the Recorder of Valley County, Idaho. Such instrument or instruments shall contain proper references by volume and page numbers to the record of the plats and the record of this deed in which these Protective Restrictions and Covenants are set forth, and all amendments thereof.

Where any restrictions, easement of dedication herein varies from the requirements of the subdivision or other ordinances of Valley County having jurisdiction and the requirements of the county ordinances relating to the subdivision are more restrictive, said more restrictive requirements shall be deemed to be a part of these restrictive covenants. This limitation shall apply in particular to locations, public easements and ways where the same are particularly required by such ordinances but not set forth herein.

28. ENFORCEMENT

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 therefore, and in any such proceedings the prevailing party shall be entitled to recover attorney fees and court costs from the other party or parties. In those specific instances identified, failure by the Owner to follow regulations may result in action by the Homeowners Association to correct Owner's failure. The costs incurred are assessable against the owner as set forth below.

29. HOMEOWNERS ASSOCIATION

A. Membership and Voting Rights:

i. Every Owner of a Lot shall be a member of the Homeowners Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

ii. Each Owner shall have one vote in the affairs of the Homeowners Association.

B. Assessments:

i. Each Owner shall be charged the following assessment(s):

(a) Annual assessment or as otherwise designated by the Homeowners Association.

(b) Special assessments to help defray in whole or in part the costs of construction, reconstruction, repair or replacement of capital improvements.

