

M0508CCR



M0508CCR

#288582  
10-19-04

*Protective Restrictions and Covenants*

Instrument # 288582

VALLEY COUNTY, CASCADE, IDAHO

2004-10-19 03:01:14 No. of Pages: 11

Recorded for : SECESH ENG

Of

LELAND G. HEINRICH

Fee: 33.00

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

*J. N. G.*

***BROKEN RIDGE SUBDIVISION***

Phase one

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR BROKEN RIDGE SUBDIVISION** is made effective as of this date Oct 19 of the year 2004. It should be noted that this document shall be part of, but may not be exclusive of or to the total project. Other Phases of Broken Ridge Subdivision may or may not have additions or subtractions to this document.

This document is not meant to encumber or empower any one person or group. The intent of this document is to provide a reasonable guideline for the residents of the subdivision. This document is written with the intent to include areas of restrictions not included in the existing City of McCall ordinances as well as make residents fully aware that the City of McCall ordinances do exist and will be enforced by the city. The residents and /or landowners of Broken Ridge Subdivision must organize and enforce these Protective Restriction and Covenants in a democratic manner.

*Note --*

A board of five (5) property owners of Broken Ridge Subdivision will be selected by the property owners. There will be quarterly meetings starting in 2004.

- First Chairman of the board ---- Ramon (Ray) L. Alford
- Chairman of the board -- Four (4) year term
- Secretary of the board -----Twyla Fisher
- Secretary -----Four (4) Year Term
- Other members -- Three (3) year Term
- Veronica Geddes
- Norman Alford
- Other members -- Two (2) year term

**Duties of the board**

The board of the home owners association will be responsible in all cases to see that all restrictions of BROKEN RIDGE SUBDIVISION conveyance are adhered to as they are written with in this document.

Broken Ridge Subdivision is to be residential in nature and having a City of McCall owned park, the parks named shall be "Broken Ridge Park". Broken Ridge Park will be a natural wooded area that can provide a nature study of local fauna, small birds and animals of the area. Broken Ridge Park's primary amenities shall be limited to a (1) bike/walking path, (2) restrooms, (3) a maintenance building, and (4) a play area for small children that will be located at a central location within Broken Ridge Park. The City of McCall is encouraged to bring the bike path intended for Boydston Street to traverse the length of Broken Ridge Park.

The park area will be deeded to the City of McCall for as long as it remains a public park as set forth in this document and it is therefore their responsibility for all maintenance, repairs, and to provide security as they do on all City of McCall owned property.

Ramon L. & Karen A. Alford, in accordance with City of McCall ordinances, establishes Broken Ridge Subdivision on land they own within the city limits of McCall, Idaho. The plat for Broken Ridge Subdivision and the restrictions and covenants of that subdivision will be recorded in Valley County, Idaho. All restrictions and covenants are established in the following sections 2 through section 6.

Note--- It should be noted at this time that the Alford's (owners of the land to be known as Broken Ridge Subdivision) would make one recommendation to all that purchase property with-in the Broken Ridge Subdivision. It is encouraged that the purchasers of a vacant lot spend some time on their lot before building. Please feel free to spend at least two weeks camping on your lot so as to become comfortable with just where the sun comes up and sets each day as a for instance of how best to enjoy your new home. Placement of your home on your lot is an important factor to the enjoyment of the area. As well, the new property owner should remember that there will most likely be someone building on the adjacent lots and that there construction of there home will in some way change what you see from your lot . Always plan for expansion as your family grows and your needs will change as time goes by. It is *not* intended to allow camping as an ongoing process. Therefore camping will be limited to the first two years after purchase of a vacant lot. Camping shall be limited to two full weeks each year for the purchaser and their guest. Guests shall not exceed four (4) individuals at any one campout. .

NOTE:

*Broken Ridge Subdivision is located within the City of McCall and all laws, and ordinances when more stringent than those of this conveyance will prevail.*

**SECTION  
ONE  
---General Provisions---**

**Park Area ---**

Broken Ridge Park is to be a public park for all residents and guest of the City of McCall as would be any other park in the area. This park is to be of a wooded nature having natural plants of the area. Tree limbs should be trimmed up from the ground to provide protection from fire as well as public safety. Limbs from trees that have fallen need to be removed so as not to create a fire hazard. Where trees are deemed to be too thick to provide open vision for security sake those trees should be thinned thus providing a safe environment for the park visitors. A bike-walking pathway should be established that transverse from the north park boundary to the south park boundary adequate for emergency equipment. A park entry at the north end of the park off Boydston Street can, at the city's discretion, provide a maintenance building of not more than (20' x32') and public parking. Public restroom facility should be established in a location near the small children's play area.

The park area is owned by the City of McCall and it is therefore their responsibility for all maintenance, repairs, and to provide security as they do on all City of McCall owned property.

**Street & Roads ---**

*No lot* will enter directly into or be addressed to **BOYDSTUN STREET** as per city of McCall's request.

All streets and roads within the subdivision will be built to city of McCall standards and be public property. Snow removal will be performed by the City of McCall.

**Sewer System ---**

The sewer system improvements will be dedicated to the Payette Lakes Water and Sewer District, after completion of construction and acceptance by their representatives. Its care and maintenance will be their responsibility.

**Underground Electrical service ---**

Will be installed to the property line by Idaho Power and is therefore their responsibility for maintenance.

**Water ---**

The water system improvements will be dedicated to the City of McCall, after completion of construction and testing, and acceptance by Public Works. Water services meeting the City of McCall standards will be provided to the property line of each lot. Each homeowner will need to pay the city hook/up connection fee prior to house construction.

**SECTION  
TWO  
---Setbacks---**

**Lot Setbacks;**

**Front yard, --**A twenty (20) feet front yard set back will extending from side lot line to side lot line.

No structure either habitable or uninhabitable shall be constructed within the front yard setback area. Flag poles are exempt from this section of the conveyance.

**Side Yard --** Five feet from property line (5 feet).

No habitable structures, attached or detached garages, guest housing, or mother-in-law apartments shall be located in the side yard set back area. No storage sheds greater than 120 square feet or buildings or structures having permanent footing/foundations shall be located in the side yard set back areas. Flag poles are exempt from this section of the conveyance.

**Rear/Back Yard---**

No habitable structures attached or detached garages, guest housing, mother-in-law apartments shall be located in the rear/back yard set back area. No storage sheds greater than 120 square feet shall be located in the rear/back yard set back area. Garden tool sheds, green houses, potting sheds and children's play houses of 120 square feet or less may be located in the rear/back yard setback area when constructed with-out permanent footing and foundations.

**SECTION  
THREE  
---Fences---**

**Fences:**

Fences may be constructed on or near the property lines with the following conditions:

- 1) **All fences** shall be constructed of normally excepted fencing materials (wood, and vinyl, brick, stone, or block having mortar joints). No barbed wire fences or electric fences will be permitted. Chain link fencing is not recommended as it is more susceptible to snow/ice damage.

- 2) **Front yard set back area;** -- No fence shall be greater than three (3) feet in the front yard setback area. [See subsection--4) *clear vision triangle*  
**EXCEPTION** -- When a front yard fence and a side yard fence meet the property owner may construct a transitional fence that may extend into the front yard setback area up six (6) feet in length.
- 3) **Side and rear/back yard setback areas;** -- No fence shall be greater than six (6) foot in height from the natural ground level in the side or rear/back yard areas.  
**EXCEPTION** -- Rear yards that face the park area shall have fences no higher than four (4) feet.
- 4) **Clear Vision Triangle;** -- A clear Vision Triangle for the purpose of this document is a corner lot where two streets or a street and a road intersect and a lot will have two streets or a street and a road frontage. The street or road (the one to which the dwelling is addressed) will be the front and the other will be the side. The clear vision triangle will extend along the property line for a distance of thirty feet (30') from the intersection of the front and side property line. Within those thirty feet no fence, wall, planting or main structure shall be permitted to be over three feet (3') in height.

*Note; --the purpose of the clear vision triangle is to provide an element of safety where small children may be playing in or around an intersection.*

## SECTION FOUR PETS & HOUSEHOLD ANIMALES

### Pets

#### Dogs, Cats, and other household animals.

##### 1) Household Pets

**Dogs, Cats and other household pets** will remain on the owner's property or under the owner's total control at all times. When your pet is out unaccompanied by adult supervision it shall be on a restraint that is secured or in an enclosure. No household pets shall be allowed to roam free with in this subdivision. Cats *are not* exempt from this requirement.

##### 2) Farm Animals:

**Chickens, Rabbits, and other small caged farm animals** used in children's 4-H or County Fair projects will require City of McCall approval to be allowable with-in the subdivision. The number of animals shall be kept to six or less.

**IN ALL CASES ODOR AND SANITARY CONDITIONS SHALL BE A PRIORITY**

**SECTION  
FIVE  
AUTOS & OTHER VEHICLES**

**Vehicles,**

**Autos, Vans, Motor homes, and Travel Trailers.**

Vehicles *not* used on a daily bases for normal daily transportation shall not be stored on the streets or in the lot setback areas.

**Disabled vehicles, (unlicensed or inoperable)**

No disabled vehicle may be stored on the property at any time. If a property owner is making repairs to his or her own vehicle and that repair requires more than one day of work to complete, said vehicle shall be currently licensed for highway use under Idaho State law. Said repair work shall be done in the rear yard area and work may not exceed more than thirty (30) days.

**SECTION  
SIX  
BUILDINGS & STRUCTURES**

**Residential Buildings;**

All construction of habitable or non-habitable building and or structures shall conform to the local city, county, or state building codes and ordinances.

No residential structure shall be of less than nine hundred (900) square foot. The nine hundred (900) square foot area shall be living area on the ground floor level and not including carports, garages, and decks or patios.

**Recommendation for construction;**

**Roof**

It is recommended that all building and structures be designed and constructed with *SNOW* in mind. Ridged dormers look nice on a roof, but will more than likely create ice dams in the winter. Shed dormers will give you the opportunity to allow natural light into the upper area of your house with out creating a valley to hold snow and ice. Colored metal roofing of earth tones is still the best roofing material used in snow areas when properly installed. Deck

railings can be damaged by falling snow; as well falling snow can create a problem if the roof sheds its snow onto walkways, stairs or ramps for the handicap.

**Exterior siding**

As Broken Ridge Subdivision is meant to be compatible and harmonize with nature it is recommended that structures be of wood or stone. Other natural appearing material having earth tones could be considered acceptable. Because of the snow conditions of the area an earth tone metal wainscot extending up from the foundation not more than four (4) feet can be accepted.

**Exterior and yard lighting**

Exterior lighting that is used for commercial parking lots and storage yards is not acceptable. A recommended lighting system would be one that is a building wash or indirect lighting system. Walk way and yard lighting should be kept to a low intensity system. Solar power lighting would be recommended. Lighting on timers should be considered.

**NOTE:**

*Broken Ridge Subdivision is located within the City of McCall and all laws, and ordinances when more stringent than those of this conveyance will prevail.*

IN WITNESS WHEREOF Declarant has executed this Declaration the day and year first above written.

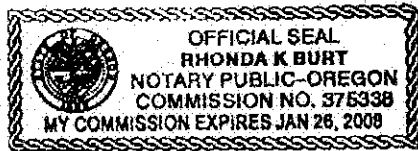
INTERMOUNTAIN COMMUNITY BANK  
Dated September 29, 2004

By: [Signature]  
Larry Hogg, Vice President

STATE OF ~~IDAHO~~ <sup>OREGON</sup> )  
County of ~~Valley~~ <sup>Malheur</sup> ) ss.

On this 4<sup>th</sup> day of October, 2004, before me, Rhonda Burt, a Notary Public in and for said State, personally appeared Larry Hogg, known or identified to me as Vice President of **Intermountain Community Bank** which is subscribed to the within instrument and acknowledged to me that he executed the same for and on behalf of said corporation.

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: 98 S. Cooper St. Ontario, OR  
My Commission Expires: 1-26-08

IN WITNESS WHEREOF Declarant has executed this Declaration the day and year first above written.

GLEN M. BEAL AND LAURA A. MOUNCE  
Dated September 29, 2004

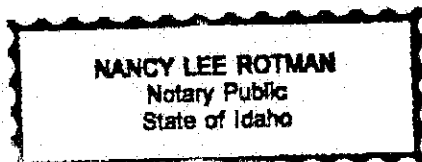
By: *Glen M. Beal*  
Glen M. Beal, Owner

By: *Laura A. Mounce*  
Laura A. Mounce, Owner

STATE OF IDAHO, )  
 ) ss.  
County of Valley Ada )

On this 2<sup>nd</sup> day of October, 2004, before me, NANCY LEE ROTMAN  
a Notary Public in and for said State, personally appeared Glen M. Beal and Laura A. Mounce, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they did execute 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.



*Nancy Lee Rotman*  
NOTARY PUBLIC FOR IDAHO  
Residing at: Meridian Idaho  
My Commission Expires: 8-3-07

IN WITNESS WHEREOF Declarant has executed this Declaration the day and year first above written.

JAMES AND LEEANN SEVERNS  
Dated September 29, 2004

By: James Severns  
James Severns, Owner

By: LeeAnn Severns  
LeeAnn Severns, Owner

STATE OF <sup>California</sup> ~~IDAHO~~ )  
County of <sup>Valley</sup> ~~Valley~~ <sup>Orange</sup> ) ss.

On this 30th day of September, 2004, before me, Brigitte Aguilar, a Notary Public in and for said State, personally appeared **James and LeeAnn Severns**, known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me they did execute 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.

Brigitte Aguilar  
NOTARY PUBLIC FOR ~~IDAHO~~ <sup>California</sup>  
Residing at: Orange County  
My Commission Expires: April 9, 2008



