

## **PROTECTIVE COVENANTS FOR DEER CREEK ACRES**

### **KNOW ALL MEN BY THESE PRESENTS:**

Comore Development, Inc., being the owners of the following described property located in Bonneville County, State of Idaho to wit:

Deer Creek Acres, Division No. 1, to the County of Bonneville, State of Idaho, per the recorded plat thereof.

in order to protect their interests and that of subsequent lot and home owners in said subdivision and in order to insure the uniform and desirable use, occupancy and improvements on said real property, do hereby impress the above described real property with the following covenants and restrictions:

#### **1. Disclosure**

**A.** The county road is a summer road only. The road is not maintained by Bonneville county in the winter months.

**B.** Developer may install a central water system and in such event, the public easement along this public road may be used for the pipeline therefor.

**2. Persons Bound by These Restrictions.** The covenants and restrictions are to run with the land and all persons, corporations, partnerships or associations or other entities who now own or shall hereafter acquire any interest in any of the land herein before described, or any lot, portion or parcel thereof, shall be taken only upon, and held subject to, the following covenants, restrictions and stipulations as to the use thereof, and as to the construction of residences and other improvements thereon, for a period of thirty (30) years from the date hereof, at which time said protective covenants shall be automatically extended for successive periods of ten (10) years each. PROVIDED, however, the owners of said lots and land may change such covenants in whole or in part during any term or extended term, such vote to require a plurality comprised on not less than the then owners of two-thirds (2/3) of the actual acreage of the said tract, and evidence of said vote must be recorded with the County Recorder of Bonneville County, Idaho.

**3. Use of Land, Cost, Frontage.** None of said land or any fractions thereof shall be improved, used or occupied for any purpose other than for private residential purposes, such restriction to private residential purposes to include, but not necessarily be limited to, the following specific covenants and restrictions:

**A.** Not more than one dwelling shall be built upon one lot. Any dwelling shall be designed for not more than occupancy by one family, and shall be a detached single family dwelling not to exceed two stories in height, not to exceed 35' from original grade. Two stories in height means: Two stories above grade at the high point of ground adjacent to the structure. No more than three (3) stories including basement is permitted.

**B.** No pre-built, prefabricated or move-on homes of any nature shall be permitted on any lot unless a deviation from such restriction shall have been approved, in writing, by the Architectural Control Board. Also, no dwelling shall be permitted on any lot at a cost of less than \$110,000 based upon cost levels prevailing on the date these covenants are recorded in Bonneville County, Idaho, it being the intention and purpose of these covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded, at the minimum cost stated above for the minimum permitted dwelling size.

**C.** Exteriors shall be of a natural or masonry type product. No metal or vinyl siding shall be allowed unless color and type are approved by Architectural Control Board. No galvanized roofs shall be allowed.

**D.** For a single story dwelling (with or without basement), exclusive of open porches and garages, the ground floor shall be not less than 1,250 square feet. For a split level home, the combined area of the top and main level, exclusive of open porches and garages shall be not less than 1,600 square feet. For a split entry home, the combined area of the two levels shall be not less than 2,500 square feet. For a two story home, the combined area of the top two levels shall be not less than 1,900 square feet.

**E.** All dwellings shall be equipped with bath and toilet facilities connected with a sewer system approved by the County of Bonneville and the State of Idaho, and shall have a water supply and connection, a central heating plant, or an electrical heating and lighting system, approved by the County of Bonneville and the State of Idaho.

**F.** No livestock or animals of any kind or character shall be permitted to be kept or maintained on said property except:

(1) Not to exceed two household pets per member of the family actually residing in the dwelling on a lot.

(2) No more than a total of two (2) horses or lambs, regardless of age or size per acre of area used for that purpose. However, no more than six (6) yearlings or older total. The total may be exceeded for a period not more than two weeks at a time and not more than three two week periods per year with not less than one week between periods.

may be allowed with each dwelling. Under no circumstances shall any chickens, cattle, sheep, lambs, goats or swine be permitted to be kept or maintained on the property. All livestock shall be kept in an enclosure or on a leash except for household pets. All horses, must be kept in an enclosure at least 50 feet distant from any dwelling. All household pets shall be on a leash or on their premises.

**G.** All garbage and refuse must be kept in receptacles of a design approved by the Architectural Control Board, and placed in uniform locations and out of sight of the general public. Said garbage shall be disposed of at least weekly.

**H.** All plans for structures of any kind to be built or installed on any dwelling site shall be first submitted to the Architectural Control Board for approval as to the location, color and architectural harmony of the proposed structure with the rest of the development. The decision of said Board in approving or denying said plans shall be in all cases final.

**I.** No commercial or industrial ventures or businesses of any type may be constructed operated or maintained upon said property. However, home occupation is allowed as code allows in the County of Bonneville, Idaho.

**J.** No barn, coop, hutch or shelter for pets or animals shall be erected closer than 100 feet from any dwelling, or nearer than 150 feet from any front property line, or nearer than 20 feet from any side property line, unless a deviation from such restrictions shall have been approved in writing by the Architectural Control Board.

**K.** No sign of any kind shall be displayed to the public view on any lot except

that a sign advertising all or any portion of said property to be for sale or rent may be temporarily maintained.

**L.** No lot shall be used or maintained as a dumping ground for rubbish.

**M.** No noxious or offensive activities shall be carried on upon any portion of said property, nor shall anything be put thereon which may be or may become an annoyance or nuisance to the neighborhood, and all animals shall be maintained under such circumstances to insure that they shall not become offensively odorous or noisy, including, but not limited to barking dogs.

**N.** Any creek, stream, or ditch shall be allowed to flow unobstructed through each lot except as may be relocated by Comore Development, Inc.

**3. Building Locations.** No dwelling shall be located on any lot nearer than 50 feet to the front lot line, or nearer than 20 feet to any side lot line or nearer than 75 feet to any rear lot line, unless a deviation from such restriction shall have been approved, in writing, by the Architectural Control Board.

**4. Size of Lots.** No lot shall be Re-subdivided.

**5. Temporary Residences Prohibited.** No basement, trailer house, mobile home, tent, shack, garage, barn or other outbuildings erected or placed on the subject property shall at any time be used as a residence, temporarily or permanently. No structure of a temporary character shall remain on the property, except a self contained camp trailer for a period of, not to exceed four months per year, and for not more than three years, within a ten year period. A temporary trailer or building may be used during construction of a new residence, not to exceed one year if approved by the Architectural Control Board. Extension of one year may be allowed if approved by the Architectural Control Board.

**6. Restrictions on Fences and other Obstructions to View.** No fence, wall, hedge, shrub, tree or other plant which would obstruct sight lines at elevations between 3 1/2 and 6 feet above the roadway, shall be placed or permitted to remain on any corner lot within the triangular area formed by the street-property lines and a line connecting them at a point 35 feet from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street-property lines, were they extended in the fashion identified above. This same sight-line limitation shall apply on any lot in relationship to any driveway thereon and the street-property lines, but the depth of the connecting lines shall be ten feet from the intersection of the street-property lines and the appropriate edge of the driveway. Fences shall be of natural material, post and rail style. No wire, plastic, or board and batt type fence shall be allowed. All fences shall be approved by the Architectural Control Board prior to construction.

**7. Deer Creek Owners Association.**

**A. Creation:** A two thirds (2/3rds) majority of the owners of Deer Creek Acres ( and upon approval and consent of Comore Development, Inc.) may form and implement an Owners Association which, shall have the purposes and powers as described below and as agreed upon by the association members. For purposes of this paragraph each lot shall have one vote. Upon establishment of the owners Association, (and approval by Declarant), all Lots and Lot Owners shall be subject to and be bound by the purposes and powers of the Owners' Association.

**B. Name:** The name of the association shall be:

**DEER CREEK ACRES OWNERS ASSOCIATION**

**C. Purpose:** The purpose of the association shall include:

1. To enact and carry out the intent and desires of the Owners of the property known as Deer Creek Acres.
2. To manage, improve, and maintain the natural resources of the Subdivision for the use and enjoyment of the Owners of the Subdivision.
3. To manage, improve, and maintain the Common Area Improvements (inclusive of Lots 8A and 18A, Block 3) for the use and enjoyment of the Owners of the Subdivision.
4. To establish Rules and Regulations for the use and enjoyment of the Lots, the Natural resources, and the Common Area Improvements contained in the Subdivision.

**D. Powers:** The business of the Association shall be managed, operated and maintained by a Board of Managers, consisting of three (3) Owners of Lots in the Subdivision. The Board of Managers may exercise all powers of the Association which shall include, but not be limited to:

1. Determine, levy and collect assessments to cover the cost of management, expenses, maintenance and improvement of the Association purposes described above. Such assessments shall be payable by each Lot Owner 1/33rd each (unless the Owner of Lot 2, Block 1 joins the Association, then each Lot Owner would pay 1/34th each), unless otherwise determined by the Owners' Association. Such assessment(s), if left unpaid, may become a lien against the Lot by the Board of Managers giving thirty (30) days written Notice to the Lot Owner by certified mail at the last known Lot Owner's address and filing a Notice of Lien with the Bonneville County Recorder's Office.

**8. Architectural Control Board.** The Architectural Control Board is composed of Richard Skidmore, Randy Skidmore, David Skidmore and Brett Skidmore. The Board may designate a representative to act for it. In the event of death or resignation of any member of the Board, the remaining member shall have full authority to designate a successor. Neither of the members of the Board nor its designated representative, shall be entitled to any compensation for services performed pursuant to these covenants.

**A.** The Board's approval or disapproval as required in these covenants shall be in writing or stamp approval and signed on plans.

**B.** In the event the Board or its designated representative fails to approve or disapprove any plans or specifications within thirty (30) days after such has been submitted to it, approval will not be required thereof and these covenants shall be deemed to have been fully complied with.

**C.** At any time, the then record owners of a majority of the acreage covered by these covenants shall have the power, through a duly recorded written instrument, to change the number of members on the Board, to change the membership thereof or to add to, withdraw from, or restore to the Board any of its powers and authorities. Evidence of such vote shall be in writing and shall be recorded with the County Recorder of Bonneville County, Idaho.

**D.** A minimum of two members of the Board shall constitute quorum, and a majority vote of the Board shall decide any issue. A signature of any board member shall be accepted as the boards decision.

**E.** The Architectural Control Board, acting by a majority thereof, shall have the right to interpret and enforce these covenants. Should such Board deem it necessary or convenient, it may require a written interpretation of these covenants adopted by it by appropriate resolution, to be recorded in the records of Bonneville County, Idaho to give notice of such interpretation. However, whether recorded or not, such interpretation by the Board shall be fully effective.

**9. Easements.** All easements for roads and roadways which currently exist on the above described property as of the date these covenants are recorded shall be and remain permanent easements affecting the described property. Furthermore, any easements which shall be identified on any plat or plats or legal description which may have heretofore or hereafter be recorded and which will affect the described property shall be deemed permanent easements affecting the described property.

**10. Enforcement.** Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating, or attempting to violate any covenant hereof, and such proceedings may be either to recover damages for such violation, or to restrain such violation.

**11. Saving Clause.** Invalidity of any of these covenants by judgement or court order shall in nowise affect any of the other provisions which shall remain in full force and effect.

DATED: \_\_\_\_\_

COMORE DEVELOPMENT, INC.  
An Idaho Corporation

BY \_\_\_\_\_  
Randy Skidmore  
Vice-President

SATE OF IDAHO )  
 ) SS.  
COUNTY OF BONNEVILLE )

I \_\_\_\_\_ a notary public, do hereby certify that on this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, personally appeared, Randy A. Skidmore, who being by me first duly sworn, declared that he is Vice-President of Comore Development, Inc., that he signed the foregoing document as Vice-President of the corporation, and that the statements therein contained are true.

\_\_\_\_\_  
NOTARY FOR THE SATE OF IDAHO  
Commission Expires: \_\_\_\_\_