

Declaration of Covenants, Conditions and Restrictions

Richard A. and Shari K. Porter, makes this Declaration hereinafter referred to as Declarant.

RECITALS:

- A. Declarant are owners of certain real property located in Canyon County, Idaho, known as Rich Porter Lemp Park Addition, more particularly described in Exhibit A.
- B. Declarant desire to impose upon the property certain protective covenants, conditions, restrictions, reservations, limitations and easements (CCR's) for the benefit of the property and all present and subsequent owners thereof and all conveyances of property or any part thereof shall be subject to this Declaration.

NOW, Therefore, Declarant hereby impose upon the property the following easements, conditions, covenants, restrictions, limitations and reservations which shall run with the property and be binding upon all parties now or hereafter having any right, title, or interest therein or to any part thereof and shall inure to the benefit of each owner thereof.

ARTICLE I: PROPERTY USE RESTRICTIONS

- A. This agreement specifically excludes Tract 42A from these Covenants. This shall be used as an LDS church ward building.
- B. Every other lot shall be used only for single-family residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one single family dwelling, with outbuildings approved by the Architectural Committee.
- C. No building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to the utility of workmanship and materials, harmony of external design with existing structures and as to location with respect to topography, finish grade elevations and neighboring homeowners.
- D. Only the following animals shall be allowed: i. No more than 1.25 large animals per acre are allowed, including cows and horses or not more than 2.0 small animals per acre, such as sheep, goats or llamas. ii. Dogs, cats, rabbits, chickens or similar domestic animals, kept only as pets and must be confined to a parcel and not be allowed to roam free. Barking and noises must be controlled and not allowed to become a nuisance to neighbors. iii Swine or similar animals are not allowed.
- E. Perimeter fencing is not required, but if erected, must be four or five feet, three or four rail, white, and be constructed of vinyl, wood or steel or other

suitable material and must be kept in good repair. This fencing will run along the Lansing Lane easement and also both sides of the main roads into the Subdivision. The fencing in other areas of the subdivision will be approved by the Home Owners Association as submitted.

- F. Easements for installation and maintenance of utilities, irrigation, and drainage facilities are reserved as shown on the Record of Survey, and as provided for in the easements of the Idaho Power Company, Intermountain Gas Company, and U.S. West telephone company or their successors.
- G. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All equipment or containers for the storage or disposal of the same shall be kept in clean and sanitary condition. Nor shall any lot be used for the storage or disposal of inoperative or unlicensed cars, trucks, trailers or tires. Lots will be maintained free of weeds.
- H. Individual sewage disposal systems shall be located, constructed and equipped in accordance with the standards and approval of Southwest District Health Department, or its successor with jurisdiction.
- I. No building of a temporary nature, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at any time as a residence, either temporary or permanent. No building shall be moved onto the lot, except the assembly of a pre-fabricated building, which meets the approval of the architectural control committee.
- J. No oil or gas drilling, development, refining nor any quarrying or mining shall be permitted on any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted on any lot.
- K. The owners of each lot are to maintain the shoulders and barrow ditches of streets and roads bordering their lot.
- L. No commercial activity or condition shall be permitted upon any part of any lot, which may be or become a nuisance or annoyance to the neighborhood.
- M. No motorized vehicles will be allowed use in the subdivision other than for normal ingress- egress to owner properties or as required for agricultural purposes to maintain said properties. This eliminates any and all recreational use of any motorized vehicles.

ARTICLE 11. BUILDING RESTRICTIONS

- A. No mobile home, prefabricated home, trailer, modular home or other pre-built or pre-manufactured home shall be allowed on any lot.
- B. No dwelling unit shall be constructed or placed on any lot containing a total floor area on all floors intended and suitable for use, as living area, not including garage, patio or basement, of less than 1800 sq feet. This shall be measured from the outside exterior walls and of which not less than 1500 square feet be on the ground floor for two story homes.
- C. All construction work on dwelling units and outbuildings shall be diligently and continuously pursued, and shall be completed within one year from the date the construction starts. Driveway approaches shall be completed prior to commencing construction.

- D. All exterior area, landscape, or porch lighting shall be unobtrusive and shall be located so as to eliminate glare and not be a nuisance to other homeowners as determined by the Architectural Control Committee. There shall be sufficient lighting of house numbers to aid in the response of emergency vehicles.
- E. No lot may be further subdivided.

ARTICLE III. HOMEOWNERS ASSOCIATION

- A. Richard Porter Lemp Park Additions Homeowners Association shall be organized as an Idaho non-profit Corporation and shall be charged with the duties and vested with the powers prescribed by law and set forth in its Articles of Incorporation, Bylaws and this Declaration. Neither said Articles nor said by laws, shall for any reason, be amended or otherwise interpreted so as to be inconsistent with this declaration.
- B. Every owner of a lot shall be a member of the Association. Membership shall be appurtenant and may not be separate from ownership of any lot.
- C. Declarant will remain the only voting member of the Homeowners Association until 75% of all lots have been sold. At that time the Declarant will call for a meeting of all lot owners to elect a new slate of Officers for the Association.
- D. Covenant for assessments:

By acceptance of the deed or other instrument of conveyance for each residential lot, each owner shall be deemed to covenant and agree to pay to the Association annual assessments and special assessments for capital improvements. Such assessments shall be fixed, established and collected from time to time as provided in this declaration. The annual and special assessments, together with the interest thereon and costs of collection shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of such property on the date when the assessment is due. Unpaid assessments shall constitute a continuing lien against the lot until paid, subordinate to the mortgage on said lot.

 - 1. Unless changed by a vote of sixty percent of the residential lot owners, the annual assessment for any lot in the Subdivision shall be that amount last approved by the lot owners.
 - 2. Any special assessment or change in maximum annual assessment must be approved by the Board of Directors of the Association and have the assent of sixty percent of the votes of the lot owners at a meeting called for that purpose. Written notice of such meeting called for such purpose shall be sent to all members of the Association at least ten days in advance of the date of the meeting, setting forth the purpose of the meeting.
 - 3. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety, enjoyment and welfare of the residents of the Subdivision, including the enforcement of building and land use restrictions, maintenance of open space tracts, expense of insurance, attorney fees, landscaping, mowing etc.

4. Assessments are due and payable on the date set by the Association and become delinquent thirty days after the due date, at which time interest shall accrue at the rate of fifteen percent per year. In the event legal proceedings are required to collect any assessment, the non-paying owner shall be obligated to pay any costs incurred, including attorney and court fees, which shall become a portion of the assessment.

E. Architectural Control

1. Architectural Control Committee (ACC). In order to protect the quality and value of all homes built in the subdivision, and for the continued protection of the Owners thereof, An Architectural Control Committee, consisting of three members shall be appointed by the Board of Directors of the Association. The initial ACC appointed by the Declarant shall be, Richard A. Porter, Shari K Porter and Sherry Maupin. The members of the ACC shall not be entitled to any compensation for services performed pursuant to these covenants.
2. Approval by Committee. No building, fence, wall, patio cover, window awning or other structure shall be commenced, erected, or maintained upon any lot, the Common Areas or other properties within the Subdivision, nor shall any exterior addition, change or alteration therein be made, until the plans and specifications showing the nature, utility of workmanship and materials, harmony of exterior design with existing structures, location with regards to topography, finish grade elevations and neighboring homeowners have been submitted for approval in writing to the ACC. In the event the ACC fails to approve or disapprove plans and specifications within the thirty days after the same have been submitted to it, approval shall not be required.
3. Rules and Regulations. The Board of Directors of the Association shall have the authority to adopt rules and regulations to govern the procedures of the ACC. Such rules and regulations shall be consistent with the provisions of these declarations and shall govern matters such as design, materials, aesthetic matters, and location.

ARTICLE IV. WATER SYSTEMS, IRRIGATION AND SEPTIC SYSTEMS

- A. Owner agrees the Declarant has not warranted any water source, supply or quality and that Declarant has disclaimed any and all warranties, expressed or implied, of every kind and nature, including but not limited to, merchantability and fitness for a particular purpose.
- B. Each Owner shall install at his own expense a septic system of sufficient size and capacity for owners' lot. Further, Owner, at Owners expense, shall maintain such system in a clean and sanitary fashion in accordance with all applicable laws and ordinances.

- C. For each lot on which a residence is constructed, the lot owner shall, at owners' expense, provide an independent well to be drilled on the lot for domestic use.
- D. Each Owner shall enter into a shared irrigation agreement, which outlines the pressurized irrigation system, and the required maintenance to retain and repair said system.

ARTICLE V.

- A. Owners of Lots in Richard Porter Lemp Park Addition will enter into a mutual agreement regarding all roads used for ingress and egress into subdivision. Said agreement shall provide that the owners refrain from unreasonable obstruction of the roadway, that they jointly maintain the roadways, that they meet annually to discuss needed improvements and agree upon the maintenance for the upcoming year, which costs shall be pro-rata, that each shall be solely responsible for damages in excess of normal wear and tear arising from their actions or those of their guests and licensees, and that each will have any such damages repaired not less than thirty days after conclusion of the work or incident that caused the damage, weather permitting.

ARTICLE VI.

- A. Invalidation of any one of these covenants and restrictions by judgment or court order shall not affect any other provisions hereof, which shall remain in full force and effect.

Owners of the properties shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants reservations, now or hereafter imposed by the provisions of this declaration, Provided however, that owners shall first seek enforcement through the Homeowners Association and shall not be entitled to enforce independently of the Association any assessment or lien herein

ARTICLE VII. DISCLOSURE

It is hereby disclosed that the homeowners association herein referenced has not yet been created and that Declarant, at it's expense, shall have said association formally created forthwith after the recording of these covenants, conditions and restrictions.

Approved By: _____

Sworn to before me this _____ day of _____ 20__.

Notary Public for the State of _____
 Signature _____

