

RESTRICTIVE COVENANTS

1 WHEREAS, UNITED OUTDOOR INVESTMENTS, a partnership, comprised
2 of WILLIAM R. MCCOOK, WILLIAM S. MCCOOK, and JOHN LANTOW, 3190 Park
3 Newport, Newport Beach, California 92660, hereinafter referred to as
4 UNITED OUTDOOR INVESTMENTS, is the purchaser of those certain lands
5 more particularly described in Exhibit "A" attached hereto, and made
6 a part hereof by reference, and hereinafter referred to as the prem-
7 ises; and,

8 WHEREAS, said UNITED OUTDOOR INVESTMENTS, by and through within
9 protective covenants, does hereby place certain restrictions, limit-
10 ations and regulations as to the use of said premises on all future
11 purchasers or assigns taking said property from said UNITED OUTDOOR
12 INVESTMENTS.

13 NOW, THEREFORE, UNITED OUTDOOR INVESTMENTS does hereby establish,
14 dedicate, declare, publish and impose upon the premises the follow-
15 ing protective covenants which shall run with the land and shall be
16 binding upon and be for the benefit and value of all persons claim-
17 ing under it, its grantees, successors and assigns and shall be for
18 the purpose of maintaining a uniform and stable value, character,
19 architectural design, use and development of the premises. These
20 Protective Covenants shall apply to the entire premises and to all
21 improvements placed or erected thereon unless otherwise specifically
22 excepted and shall have perpetual existence unless terminated by law
23 or amended as herein provided.

- 24 1. USE
- 25 Except for Lot #1 which may be resubdivided into more than 3 parcels
- 26 a. All lots shall be used for single family residences only.
- 27 b. No building or improvement shall be placed, constructed or alt-
28 ered on any lot except to provide for a single family dwelling with
29 an attached guest room and an attached private garage or carport.
- 30 c. Each dwelling unit shall be constructed so as to include not less
31 than 800 square feet of living space on the foundation level exclu-
32 sive to open porches, patios, carports, garages or basements.
- 33 d. No building or structure shall be erected, placed, constructed
34 or remodeled so as to be less than 25 feet from the front lot line,
35 less than 15 feet from the side lot line or less than 50 feet from
36 the rear lot line.
- 37 e. No residential lot shall be subdivided in any manner for a per-
38 iod of not less than 5 years from the date of purchase.
- 39 f. No lot shall be used as a location or site for the conduct of
40 any commercial or industrial enterprise.

2. EASEMENTS

- 41 a. Owners are given non-exclusive rights to use roads and utility
42 ways. Maintenance of the roads shall be equally shared by the par-
43 ties to the roads that serve their property, and each party shall be
44 responsible for his share.

1 b. Easement areas may be landscaped by property owners so as to
enhance their appearance so long as the landscaping does not inter-
fere with the use of the property as an easement.

3. WATER AND SEWAGE

4 Each building site owner must assume the burden of supplying and
developing water for his own domestic use. Wells and water systems
shall be drilled, installed and maintained at all times in accord-
ance with all applicable rules and regulations of any public agency
and in accordance with any rules in order to comply with the Health
Department of Idaho.

4. TRASH AND GARBAGE

8 No trash, waste, garbage, litter, junk, junk cars or refuse shall
be thrown, dumped or left on any portion of the premises. Each
owner shall provide suitable receptacles for the containment and
collection of trash and garbage, which must be enclosed or screened
or otherwise unexposed to public view.

5. ANIMALS

12 No animals, livestock, or poultry of any kind shall be raised,
bred or kept on any parcel except as follows: Dogs, cats, or other
household pets; and horses, cattle, sheep or poultry may be kept,
provided they are not kept, bred, or maintained for any commercial
purposes. The keeping of pigs and/or goats is not to be allowed on
any parcel. In no event are any of these exceptions to include, or
allow, the keeping of such animals for the purposes of commercializa-
tion. Owners of said livestock are required to build and maintain
at all times, adequate wooden or woven wire fencing (barbed wire
fencing will not be acceptable). No pets, animals or poultry can be
kept if they become a nuisance to other residents of the tract. Any
kennels, barnyards, corrals, pens, chicken coops, sheds, barns, or out-
buildings for the keeping of such animals must be erected and main-
tained at least thirty feet from the nearest boundary line of any
parcel. No structures can be built with rolled tar paper exteriors
or roofing.

6. ENVIRONMENT

22 Every attempt shall be made to preserve and protect the environ-
ment indigenous to the area. Disturbance, destruction or damage
to all plant life, all animal life and their natural habitats,
streams, ponds, springs, underground aquifers, soils and rocks are
strictly forbidden except where absolutely necessary for the place-
ment or construction of improvements on the land or for the proper
and orderly development of the premises. Any removal of trees must
be for aesthetic purposes, to promote safety, to facilitate construc-
tion or as a part of a landscape plan. All areas not utilized as
sites for improvements where disturbed by construction or any human
activity shall be returned as quickly as possible to their natural
condition and replanted with native plant life except where other-
wise utilized for lawns, gardens or exterior living areas.

7. MINING

30 No mining, quarrying, excavation, oil drilling or development
of any kind shall be allowed in or on the premises except for such
excavation as may be necessary in connection with the construction
or placing of improvements thereon in accordance with the terms and
restrictions of these covenants.

8. TEMPORARY STRUCTURES

No trailer, mobile home, basement, tent, shack, garage or camper shall be used at any time, on the premises, as a residence or a place for habitation or sleeping, temporarily or permanently, except where the same may reasonably be necessary during construction and never without: (a) the prior approval of UNITED OUTDOOR INVESTMENTS which is revocable at any time in its discretion, and (b) never for more than 7 months at a time. No structure of a temporary nature shall be permitted to be kept or stored on the premises except under the terms of sub-paragraph 9. (a) above.

9. NUISANCE

No noxious or offensive use or activity shall be carried on within the subdivision nor anything done or permitted on or in the premises which shall constitute a public nuisance.

10. CONSTRUCTION

All construction on or in the premises shall be diligently prosecuted to completion and shall in any event be completed within 12 months of commencement unless specific written extension is granted by UNITED OUTDOOR INVESTMENTS. No construction material shall at any time be placed or stored so as to impede, obstruct or interfere with vehicular traffic and no construction materials shall be placed or stored on residential lots or condominium tracts for a period not to exceed 30 days following substantial completion of construction.

11. ENFORCEMENT

A. In the event of any violation or threatened violation of these covenants, any owner of real property in the premises, or UNITED OUTDOOR INVESTMENTS, may enforce these covenants by legal proceedings in a court of law or equity, including the seeking of injunctive relief and damages. In association with such legal proceedings or as a separate remedy, such owner or UNITED OUTDOOR INVESTMENTS may enter upon the property in question and remove, remedy, or abate the violation or threatened violation after first having given proper notice and a reasonable opportunity for the violator to take action himself to comply with these covenants as set forth below.

B. Notice as required in Paragraph 11-A above, shall be in writing and shall be served on the person or entity concerned and shall specify the violation or threatened violation, identify the property, demand compliance with the terms and conditions of these covenants and shall state the action which will be taken under Paragraph 11-A above if the violation or threatened violation is not abated, remedied or satisfied. If such notice cannot be personally served after a reasonable effort to locate the person or entity to be served, service may be had by posting a copy of such notice at a conspicuous place on the property which is the subject of such violation and mailing a copy of the notice by Certified Mail, return receipt requested, to the last known address or address of record, of the violator. Such notice must further provide for a period of 15 days from the date of personal service of such notice, or 30 days from the date of posting and mailing of the same, within which compliance can be had with these covenants before any self-help, abatement, entry or commencement of litigation as provided in 11-A above can be commenced.

C. No owner or UNITED OUTDOOR INVESTMENTS shall be liable to any person or entity for any entry, self-help or abatement of a violation or threatened violation of these covenants and all owners of real property shall be deemed to have waived any and all rights or

1 claims to or for damages for any loss or injury resulting from
2 action taken to abate, remedy or satisfy any violation or threat-
3 ened violation of these covenants. Exception to the above shall
4 exist for loss, injury or damage for intentionally wrongful acts.

5 D. Actual costs, expenses and reasonable attorney's fees incurred in
6 connection with correcting, remedying, abating, preventing or
7 removing any violation or threatened violation of these covenants
8 either through litigation, entry or self-help shall constitute a
9 claim by the owner or the Committee initiating such action against
10 the owner of the property which is the subject of such violation
11 or threatened violation. Such claim shall not, however, exceed
12 Five Thousand Dollars (\$5,000.00) for any one claim and shall be
13 enforceable through appropriate court action. The owner of UNI-
14 TED OUTDOOR INVESTMENTS making such claim may file a lien against
15 the subject property in the amount of and for the collection of
16 the claim by filing a verified statement of the lien with the
17 office of the Clerk and Recorder, Lemhi County, Idaho. Such lien
18 statement must set forth the names of the claimant, and the owner
19 of record of the property against which the lien is claimed, a
20 description of the property, the amount of the claim and the date
21 of the claim and a brief statement of the manner in which the
22 costs and expenses constituting the claim were incurred. Once
23 filed, the lien shall remain of record as a claim against the
24 property until paid in full or foreclosed in the manner other-
25 wise provided by law, subject to rights of redemption.

12. SIGNS

15 No sign of any kind shall be displayed to the public view on
16 any parcel except one professional sign of not more than fifteen
17 square feet advertising the property for sale or rent, or signs
18 used by a builder, to advertise the property during the construction
19 and sales period, and "No Trespassing" sign as needed.

13. AMENDMENT

19 These covenants, or any portion thereof, may be amended, aban-
20 doned, terminated, modified or supplemented at any time by the written
21 consent, duly recorded with the office of the Clerk and Recorder,
22 Lemhi County, Idaho, of the owners of seventy-five percent (75%)
23 of the privately owned land included within the boundaries of the
24 subdivision.

14. SEVERABILITY

23 A determination of invalidity of any one or more of the coven-
24 ants or conditions hereof by judgment, order or decree of a court
25 shall not affect in any manner the other provisions hereof, which
26 shall remain in full force and effect.

26 DATED: January 1, 1974

UNITED OUTDOOR INVESTMENTS

By

WILLIAM R. MCCOOK

WILLIAM S. MCCOOK

JOHN LANTON

ZONING COMMISSIONS ACCEPTANCE

This plot was accepted and approved by the County Planning & Zoning Commission of Lemhi County, Idaho

Marked with asterisk ()*
HAIRMAN

REAL POINT OF BEGINNING

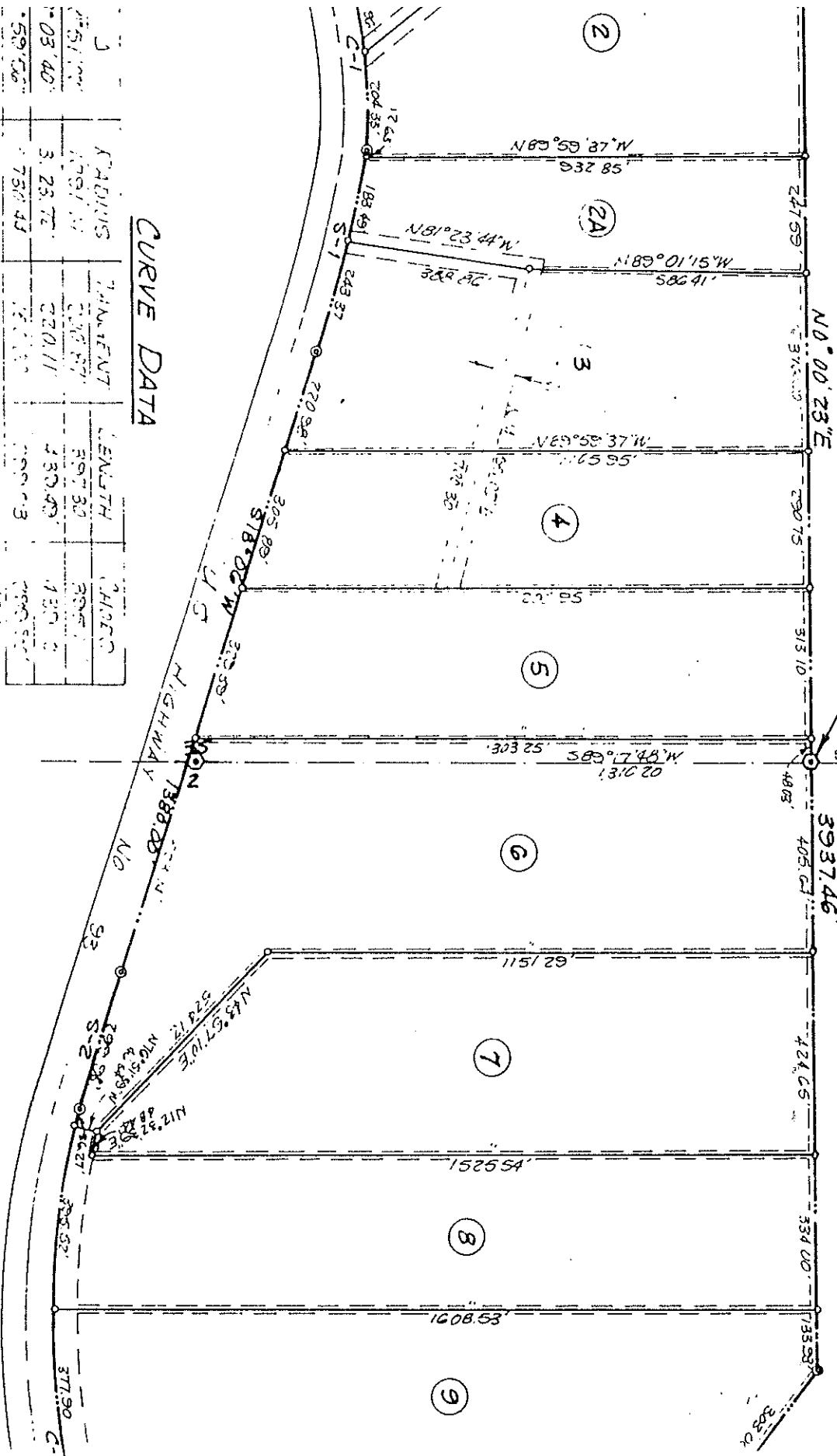
35 36
1 2

STATE OF IDAHO } SS
COUNTY OF LEMHI }
This is to certify that the
Recorder of Lemhi County,
D. J. M. and duly records

EX-OFFICIO RECORDER

CURVE DATA

STATION	RADIUS	TANGENT	LENGTH	CHORD
1+00.00	1791.11	220.87	397.30	384.11
1+03.40	3,23.72	220.11	430.00	430.00
1+50.00	730.43	220.11	430.00	430.00



Walden. J.

EX-OFFICIO RECORDER

