

Inst. # 95944

Boise County Idaho ss

Request of

Earl Chapman

Time 10:30 a. M.

Date 6/29/80

Book 20-Misc.

Page 167

Ruth M. Shanahan

By Dwain Daugherty
Deputy

Fee 20.00

RESTRICTIVE AND PROTECTIVE COVENANTS

HIGH CORRAL SUBDIVISION NO. 2

WHEREAS, HORACE CHAPMAN and EARL CHAPMAN, each a single man, are the owners of all the lots, parcels and property embraced in the HIGH CORRAL SUBDIVISION NO. 2, according to the official plat thereof filed in Book of Plats at page —, records of Boise County, Idaho, under Recorder's Instrument No. 95943 (hereinafter called the "Premises"); and

WHEREAS, said owners desire to and do hereby place certain restrictions, limitations and regulations as to the use of said Premises on all future purchasers or assigns of an interest in any lot or parcel located within the Premises;

NOW, THEREFORE, said owners do hereby establish, dedicate, declare, publish and impose upon the Premises the following protective covenants which shall run with the land and be binding upon and be for the benefit and value of all persons claiming under them, their grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the Premises, and have perpetual existence unless terminated or amended as herein provided.

I. ACCEPTANCE:

By acceptance of the conveyance of any interest in any lot or parcel of the Premises, the grantees thereof and each of their heirs, executors, administrators, successors, assigns and transferees, covenant with the undersigned and their transferees that they will be bound by the restrictions, covenants and conditions contained herein.

II. STRUCTURES:

- A. No building shall be erected, altered, placed or permitted to remain on any lot other than the following:
- (1) One (1) detached, single-family dwelling;
 - (2) One (1) private garage for not more than three vehicles;
 - (3) One (1) shed to house not more than three horses; and
 - (4) One (1) tool shed and/or woodshed.
- B. Each single-family dwelling shall contain a minimum of 1000 square feet exclusive of second floors, open decks, garage, covered carport, sheds or outbuildings. Once construction has begun, a period of one year shall be allowed for completion of all of the exterior work of any building. This means that the building shall present a completed appearance when viewed from any angle.
- C. No structure of a temporary character, mobile home, basement, tent, shack, garage, shed or other outbuilding shall be used on any lot at any time as a residence, either temporary or

permanent, except that an owner may occupy temporary living facilities during construction of the dwelling.

- D. No dwelling or other building shall be located on any lot nearer than thirty (30) feet from the lot line adjoining that portion of the High Corral Road which is adjacent to and adjoins Corral Creek, nor shall any building be located on any lot nearer than ten (10) feet from any other lot line.
- E. The buildings and grounds of each lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. No structure shall be built with rolled tarpaper exteriors or roofing.

III. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, kept, bred or maintained on any lot or parcel for any commercial purpose. Dogs, cats or other household pets, including up to three (3) horses, may be kept provided they are not kept, bred or maintained for any commercial purpose. The keeping of pigs and/or goats is prohibited on any lot or parcel. If any animal is kept or maintained on a lot or parcel, the owner of said lot or parcel must construct and maintain at all times wooden or

woven wire fencing which is adequate to keep said animal or animals on said lot. No pets, animals or poultry can be kept on any lot if they become a nuisance to other residents within the subdivision.

IV. DRIVEWAYS:

Any driveway constructed on any lot shall have a pipe thereunder at least 12 inches in diameter of a permanent nature near the street line of said lot and at any point where said driveway crosses any ditch or pipe used for the conveyance of water. The owner or other person in control or possession of the driveway shall keep said pipe unobstructed and in good operating condition. All pipe installations made within a dedicated right-of-way shall be made only after plans therefor shall have been submitted to, and approval thereof granted, by the Boise County Road Supervisor with respect to adequacy of such installation for drainage purposes.

V. NUISANCES:

- A. No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles), shall be thrown, dumped, placed, disposed of or permitted to remain on any lot, whether vacant or otherwise. The owner of any lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, solid waste, garbage, ashes, refuse, ruins and

other remains. Household trash, garbage or other waste shall only be kept, pending its prompt removal, in sanitary containers, properly screened to shield same from public view or view by any other residents in the subdivision. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a safe, clean and sanitary condition.

- B. No substance exuding noxious odors shall be thrown, dumped, placed, disposed of or permitted to remain or accumulate on any lots whether above or below the surface thereof.
- C. No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood. No owner of any lot shall at any time conduct, or permit to be conducted, on said lot any trade or business of any description, either commercial or religious, nor shall such lot be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

VI. EASEMENTS:

Easements for drainage and utilities shall be within the roadways or other areas as shown on the face of the subdivision plat.

VII. WATER:

The Grantors are under no obligation to deliver domestic water or to furnish rights-of-way in connection with the delivery of domestic water to any lot at building sites in this subdivision. It is contemplated that domestic water for use in any building erected upon a building site shall be supplied by the owner of each lot and originated from a well to be drilled and excavated by the Grantee at his expense. Such wells shall be located at a minimum distance of 100 feet from the individual sewage disposal facilities and a minimum of 10 feet from any lot line and shall comply in all respects with regulations and health standards of Boise County and the State Department of Health, State of Idaho.

VIII. SEWAGE DISPOSAL:

No sewage disposal system of any kind shall be permitted on any lot, unless it is designed, located and constructed in accordance with the requirements and standards of the Idaho State Health Department. The use of privies or other pit toilets is prohibited. All bathroom sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe with a private septic tank or other approved disposal unit. Drainage from said septic tank or disposal unit shall be kept within the building limits of said lot and at least 10 feet from any lot line.

The Grantors shall have no obligation to construct any sewer system or provide connection thereto.

IX. ENVIRONMENT:

- A. Every attempt shall be made to preserve and protect the environment indigenous to the premises.
- B. No live trees whose diameter exceeds 8 inches in diameter shall be cut or destroyed on any lot or parcel in this subdivision unless necessary to construct Buyer's improvements.

X. FIREARMS:

The discharge of any firearms within the subdivision is prohibited.

XI. RE-SUBDIVISION:

Resubdivision of any of the lots located within the subdivision shall be prohibited.

XII. ENFORCEMENT:

If the parties hereto, or any of them, or their heirs or assigns, or persons claiming under or through them, or any other person, whether such person be the owner of any property in said tract or not, shall violate or shall attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating any, or

attempting to violate, any such covenant and either to prevent him or them from so doing or to recover damages for such violation. Any person bringing such an action shall be entitled upon judgment in his favor to recover from the violator reasonable attorney's fees and allowable costs.

XIII. DURATION:

These Protective and Restrictive Covenants shall run with the land and shall be binding upon all persons owning land in High Corral Subdivision No. 2 for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall be automatically renewed for successive periods of ten (10) years unless an instrument signed by the then owners of a majority of the lots has been recorded, agreeing to change said covenants in whole or in part.

XIV. SEVERABILITY:

Invalidation by judgment or other court order of any provision, sentence or paragraph contained in these Covenants shall not in any way affect or invalidate any other sentence or paragraph of these Covenants and the remaining portion shall continue in full force and effect.

XV. HEALTH DEPARTMENT REQUIREMENTS:

Each lot owner shall comply with the requirements set forth in the letter dated May 27, 1980 from Idaho Central District Health Department to Boise County Recorder, a copy of which is attached hereto as Exhibit "A" and by reference made a part hereof.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be executed this 11th day of June, 1980.

Horace Chapman
HORACE CHAPMAN

Earl Chapman
EARL CHAPMAN

STATE OF IDAHO)
) ss
County of Ada)

On this 11th day of June, 1980, before me, the undersigned, a Notary Public in and for said State, personally appeared HORACE CHAPMAN and EARL CHAPMAN, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Alvin L. Hoover
Notary Public for Idaho
Residing at Boise, Idaho

CENTRAL DISTRICT HEALTH DEPARTMENT

MAIN OFFICE
1455 NO. ORCHARD
BOISE, IDAHO 83706
TELEPHONE
376-6211

May 27, 1980

Serving the
counties of....



Boise County Recorder
Boise County Courthouse
Idaho City, Idaho 83631

Re: High Corral Subdivision #2 - Boise County

Dear Ruth:

We have reviewed and approved the abovementioned development to be served by individual water and sewage systems with the following comments:

- (1) Septic tank drainfield installations shall be designed at the rate of 190 square feet per bedroom. The minimum drainfield for any septic system within the development shall be 380 square feet.
- (2) Lot by lot drainfield locations are specified on the topographic map on file in our office and must be adhered to by future property owners.
- (3) All sewage systems drainfields shall be located 300 feet from any live watercourse.
- (4) No septic tank drainfields shall be located within 100 feet of any individual well or water source.
- (5) Solid waste will be disposed of at an acceptable county landfill.
- (6) Lots shall not be reduced in size without prior approval from the Health Authority.

Respectfully,

Martin O. Jones E.H.S.

Martin O. Jones, E.H.S.
Boise County Environmentalist

EXHIBIT "A" to
HIGH CORRAL SUB. #2
RESTRICTIVE COVENANTS

cc: James Jenkins, Director of Environmental Health
Bruce Beck, Chairman, Boise County Commissioners
Tom Cushman, Boise County Prosecuting Attorney
Jack Craig, Boise County Assessor
Horace & Earl Chapman
Safeco Title & Trust
Roylance Engineering