

BUILDING AND OCCUPANCY RESTRICTIONS

PONDEROSA ESTATES SUBDIVISION

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KNOW ALL MEN By these presents:

Ponderosa Parks, Inc., being record owner of a tract of land in Valley County, Idaho, particularly described as follows:

Ponderosa Estates Subdivision; a portion of the East one-half of the Northwest one-half of Section 1, Township 13, North Range 3 East, Boise Meridian, Valley County, Idaho.

Said owner desires to impose upon said land certain building and occupancy restrictions and covenants, and for that purpose duly makes and executes and files of record in the office of the County Recorder of said Valley County, this instrument.

1. Said land and the whole thereof shall be used exclusively for residential purposes and may not be sold or conveyed in tracts which contain less than 6,000 square feet.
2. No building shall be erected, altered, placed or permitted to remain on any building site other than a detached family dwelling, not to exceed a dwelling built for a single family occupancy and not to exceed one and one-half stories in height; provided, however, that one garage for not more than three cars may also be built on each building site.
3. No trailer, basement, tent, shack, garage, barn, or other out-buildings erected in said tract or on any building site thereof shall be used at any time as a residence, temporary or permanent. No structure of a temporary character shall be used at any time as a residence.
 - (a) DWELLING COST, QUALITY AND SIZE. No dwelling shall be permitted on any building site at a cost less than \$4,000.00, based on cost levies on the date these covenants are recorded. All chimneys shall be equipped with a screeed spark arrester.
 - (b) SIGNS. No sign of any kind shall be displayed to the public view except one sign not more than two square feet stating who resides on the lot. In case of sale of property, one sign not more than four square feet will be displayed advertising the property for sale.
 - (c) Grantor reserves the right to construct a building compatible to the surroundings and use it as a Real Estate sales office. Grantor also reserves the right to install signs on said building site, of any size consistent with the sale of real estate.

4. No building shall be located on any building site nearer than five feet in any building site line. No trees, shrubs, signs or anything that would obstruct the view of the traffic shall be located nearer than twenty feet to any road intersection.
5. No individual sewage disposal system shall be permitted on any building site unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of the Idaho Department of Public Health. Approval of such systems, as installed, shall be obtained from such authority.
6. No nuisances, offensive or illegal activities shall be carried on upon any building site, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.
7. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except dogs, cats or other household pets may be kept, provided that they are not kept, bred, or maintained for any commercial purpose. A horse may be kept on any lot of one-half acre or more.
8. No building site shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall be kept in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition, and shall be equipped with spark arrester screens.
9. No excavation for stone, sand, gravel, or earth, or minerals shall be made upon a building site, unless such excavation is necessary in connection with the erection of an improved structure thereon.
10. Plans for all buildings to be erected on any building site embraced in the Plat must be submitted to Grantor. Complete plans and specifications of all proposed buildings and structures, together with a detailed plan showing proposed location on the particular building site, shall be submitted to the Grantor before construction or alteration is started, and such construction or alterations shall not be commenced until written approval thereof is given by the Grantor. Grantee agrees that the actions of the Grantor shall be wholly discretionary with said Grantor, which discretion shall be binding upon Grantee whether exercised or not, and said Grantor shall not be deemed to have a duty to act in any particular instance.

If said Grantor does not approve or discharge said plans and specifications within 30 days after the same have been submitted to it, such approval will not be required and the provisions of this section will be deemed to have been fully complied with.

As to all improvements, construction and alterations upon building sites, the Grantor shall have the right to refuse to approve any design plan, floor area or color for such improvements, construction or alterations which is not suitable or desirable, in its opinion for any reason aesthetic or otherwise, and in so passing in its discretion to take into consideration the suitability of the proposed building or other structure and the material of which it is to be built and the exterior color scheme, to the site upon which it is to be erected, the harmony thereof with the surroundings and the effect of the building or other structure or alterations therein as planned on the outlook of the adjacent or neighboring property, and the effect or impairment that said structures will have on the view of the surrounding building sites, and any and all other factors which, in the Grantor's opinion, shall affect the desirability or suitability of such proposed structure, improvements or alterations. Actual construction shall comply substantially with the plans and specifications as so approved.

11. WELLS AND WATER SYSTEM. The Grantee may drill or excavate a well to use as a domestic water supply.
12. NOXIOUS USE OF PROPERTY: SPITE FENCES. No portion of the real property or of a building site shall be used for the conduct of any trade or business or the conduct of any business or professional activities; and no noxious or undesirable use of any portion of the real property shall be permitted or maintained. The determination by the Grantor that any activity or use is undesirable or noxious shall be conclusive upon all parties.

GRANTOR reserves the right to conduct a Real Estate brokerage business, and all related activities connected thereto; signs, advertising, parking of cars, etc.

13. These covenants and restrictions shall run with the land and shall be binding upon the undersigned, and its assigns, for a period of twenty (20) years from the date these covenants are recorded; after said twenty-year period these covenants shall automatically extend for successive periods of ten (10) years, unless an instrument signed by a majority of the owners of the building sites within said Tract had been recorded, agreeing to the change or cancellation of these covenants, in whole or in part.
14. EASEMENTS. Easements for installation and maintenance of utilities water lines, sewer lines, drainage, transmission lines and air transportation are reserved to Grantor, its survivors and assigns. Within these easements no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may change the direction of flow of drainage channels in the easements, or which may interfere with the beneficial use of any of said easements with the final approval and decision, at the discretion of the Grantor.

