

Instrument # 397569

VALLEY COUNTY, CASCADE, IDAHO

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Recorded for: CENTRAL DISTRICT HEALTH

DOUGLAS A. MILLER

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT



PROTECTIVE COVENANTS FOR HORSETHIEF HEIGHTS

Johnson & Alberg LLC owners of all that certain tract described as Horsethief Heights on file and recorded with the office of Recorder of Valley County, Idaho.

The owners are developing the property and desire to ensure the use of the property for attractive residential and/or recreational purposes only, to prevent nuisances, to prevent the impairment of the attractiveness of the property, and to maintain the desired tone of the area, and thereby to secure each site owner the full benefit and enjoyment of his site, with no greater restriction on the free and undisturbed use of his site than necessary to ensure the same advantages to other lot owners.

Therefore the owners hereby declare that the following protective covenants and restrictions are imposed on all land included in Horsethief Heights and identified above, which covenants and restrictions are to run with the land and shall be binding upon all parties and all persons owning lots in or claims under them.

1. LAND USE AND BUILDING TYPE

- a. **Exterior appearance:** All lot owners shall maintain the premises and the outside appearance of any improvements thereon so that the same remains aesthetically pleasing and suitable in architectural design in order to conform to the surrounding environment of the subdivided lots. The exterior finishes of all buildings, structures, signs and site improvements must be constructed of material and utilizing exterior color schemes which harmonize with the natural surroundings and shall preserve the beauty of the site by integrating natural screening to make all construction as inconspicuous as possible.

Refuse: No unsightly objects or materials, including but not limited to abandoned or inoperative vehicles, trash, rubbish, garbage, grass or shrub clippings, construction debris, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street except during refuse collections.

- b. **Land Use:** All lots of the plat shall be used for single family residential purposes only and there shall be no more than one residence constructed on any lot along with accessory dwelling unit. The main residence shall contain no less than 720 square feet on the main level. All exterior lighting shall be directed downward.
- c. **No mobile homes, manufactured homes or yurts shall be permitted.**
- d. **Trees:** Trees may be cleared for preparation of building sites, driveway construction, view enhancement, removal of dead or diseased trees and

prevention of overcrowding. At building sites, wildfire prevention and mitigation shall be practiced by all lot owners.

- e. Camping is permitted, however, camp sites are to be screened from view or located at least 150 feet from the right of way of Lost Basin Road.
- f. All primary buildings shall have permanent foundations, i.e. Slab on grade, crawl space or basement/walkout. Building sites shall demonstrate best management practices for surface waters and erosion.

2. SETBACK REQUIREMENTS

Building setbacks will comply with Valley County regulations

3. MORTGAGES

Nothing contained in these protective covenants shall impair or defeat the lien of any mortgage or deed of trust made in good faith and for value, but title to any properties subject to this covenants obtained through the sale and satisfaction of any such mortgage or deed of trust or otherwise shall be at all times being subject to all these protective covenants.

4. ROAD AGREEMENT

Owners will be required to equally participate and reimburse their share in the cost of winter snow removal to The Pointes at Horsethief Shores Home Owners Association. Costs to be determined by number of legal entities or votes that have use thereof. (i.e. ownerships of 2 adjoining lots shall constitute 2 votes not one

5. ANIMALS

No large animals i.e. cattle, llamas, sheep, pigs and comparable sized animals shall not be allowed to be kept on any lot except for horses.

6. ANNEXATION

Johnson & Alberg LLC or their successors may annex additional lands which will be subject to these Protective Covenants.

Johnson & Alberg, LLC,

By: 

Gary Johnson - member

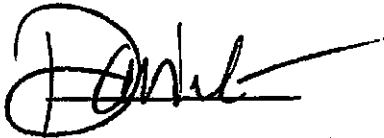
STATE OF WISCONSIN)

) ss.

County of Brunswick

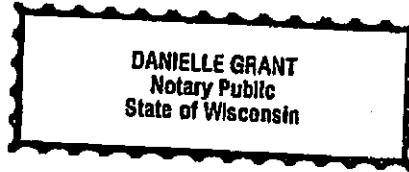
On this 23 day of Feb, 2016, before me, Danielle Grant a Notary Public in and for said State, personally appeared Gary Johnson and acknowledged to me that they executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.



Notary Public for Wisconsin

Residing at: 1485 2nd Ave
Windsorland WI



My Commission Expires: 8/2/16