

STATE OF IDAHO County of Valley)ss.

On this 19th day of October, 1966, before me a Notary Public in and for said State personally appeared Tressa A. Kantola known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

James L. Schoenhut  
Notary Public for Idaho  
Residence: Cascade, Idaho

SEAL

STATE OF IDAHO, County of Valley, )ss.

I hereby certify that this instrument was filed for record at the request of Tressa A. Kantola at 35 minutes past 11 o'clock A. M. this 19 day of Oct. 1966 in my office and duly recorded in Book 12 of Misc. at Page 123.

COMPARED \_\_\_\_\_  
INDEXED-DIRECT \_\_\_\_\_  
INDEXED-INDIRECT \_\_\_\_\_  
DOC. STAMPS AFFIXED \$ \_\_\_\_\_

Forest E. Robb  
Ex-Officio Recorder

Fees, \$ .60

By J. L. Lottman Deputy

INSTRUMENT NO. 66025

HONORABLE DISCHARGE

from the Armed Forces of the United States of America

This is to certify that REEVES CLINTON L ER 56 258 946 SP4 USAR

was Honorably Discharged from the Army of the United States on the 31ST day of AUGUST 1966. This certificate is awarded as a testimonial of Honest and Faithful Service

s/ B E Babcock  
B. E. BABCOCK  
COLONEL AGC

STATE OF IDAHO, County of Valley)ss.

I hereby certify that this instrument was filed for record at the request of Clinton L. Reeves at 50 minutes past 10 o'clock A. M. this 21 day of Oct. 1966 in my office and duly recorded in Book 12 of Misc. at Page 124.

COMPARED \_\_\_\_\_  
INDEXED-DIRECT \_\_\_\_\_  
INDEXED-INDIRECT \_\_\_\_\_  
DOC. STAMPS AFFIXED \$ \_\_\_\_\_

Forest E. Robb  
Ex-Officio Recorder

Fees, \$ Nil

By J. L. Lottman Deputy

INSTRUMENT NO. 66046

Building And Occupancy Restrictions  
Ponderosa Sands Subdivision.

Know All Men by these present;

James E Miller Record owner of a tract of land in Valley county, Idaho; Particularly described as follows: Ponderosa Sands Subdivision; SE $\frac{1}{4}$ , NW $\frac{1}{4}$  of section # 1, T, 13 N., R. 3 E., 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 6,0000 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 outbuildings erected in

MISC 12-124  
#66046  
10-26-66

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 screen spark arrester.

(b) SIGNS. No signs of any kind shall be displayed to the public view except one sign not more than 2 square feet stating who resides on the lot. In case of sale of property, one sign not more than 4 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.

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4. No building shall be located on any building site nearer than five feet in any building site line.
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 system, 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 thereupon 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  $\frac{1}{4}$  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 screen arresters.
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 sites embraced in the plat must be submitted to Grantor, and its architectural committee, hereinafter called "Committee", which shall exercise the rights herein. 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 Committee before construction or alteration is started, and such construction or alterations shall not be commenced until written approval thereof is given by the Committee.

Grantee agrees that the actions of the Committee, in and for Grantor, shall be wholly discretionary with said Committee, which discretion shall be binding upon Grantee whether exercised or not, and said Committee shall not be deemed it have a duty to act in any particular instance.

If said Committee 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.

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As to all improvements, construction and alterations upon building sites, the committee 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 upon such design, the committee shall have the right 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 committee's opinion, shall effect the desirability or suitability of such proposed structure, improvements, or alterations. Actual construction shall comply substantially with the plans and specifications as so approved.

Said committee shall be composed of James E. Miller and George H. Wells, and their successors, which committee has been, and shall in the future be appointed in the manner provided by the Grantor, and shall act in the place of and fully as the agents for the Grantor. Its members shall serve for the time and on the conditions as the Grantor shall designate. Grantee specifically agrees with Grantor, in consideration of all the provisions of these restrictions and the grant made hereunder, that such committee, its members and the Grantor, shall incur no liability for any omission or act by any of said named parties of these restrictions. In the event of death or resignation of a member, the remaining member shall have full authority to act, and may appoint a replacement.

II. WELLS AND WATER SYSTEM. The Grantee may drill or excavate a well to use as a domestic water supply until such time as the Grantor installs a community water system. Only the Grantor, or a corporation or company approved by the Grantor may act in the capacity of water company to furnish domestic water for use on any building site. Water service from water mains to the individual building sites shall be installed only after obtaining written permission from the Grantor. The cost of such underground service to the building site shall be paid by the Grantee. The Grantor shall determine water rates and charges and the methods of metering water to building sites, which water rates and charges shall be reasonable, taking into consideration all factors of quantity used, investment in facilities, maintenance thereof, depreciation, reserves, reasonable profit and other applicable factors.

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It is the intention of the Grantor that the water system will be operated at all times according to local, county, and state laws or ordinances regarding the public health standards. The Grantor or the corporation or company approved by it, shall continue uninterrupted distribution of water to the Grantee, prorated to the extent of the facilities of the Grantor, or the corporation or company approved by it then and from time to time existing, and subject to interruption or termination of domestic water service or supply for any reason. That no sewer pipe line or field drain shall be installed within the building lines of any lot closer than, at its nearest point, 10

feet to a water main; no seepage pit closer than 20 feet to the water main, and no cesspool closer than 30 feet to a water main; water mains referred herein being those actually installed in the ground.

(12) NOXIOUS USE OF PROPERTY: SPIKE 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, and etc.

13. These covenants and restrictions shall run with the land and shall be binding upon the under signed, and its assigns for a period of 20 years from the date these covenants are recorded; After said twenty year period these covenants shall automatically extend for successive periods of ten years, unless an instrument signed by a majority of the owners of the building sites within said tract has 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 Grantors, survivors and assignees. 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 Architectural committee.

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(15) ENFORCEMENT of these covenants may be prosecuted by the owner of any building site within said tract by proceedings at law or in equity against any corporation, firm, person, or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

IN WITNESS WHEREOF, I have set my hand and seal this 27 day of October, 1966.

s/ James E. Miller  
JAMES E MILLER (owner)

STATE OF IDAHO COUNTY OF CANYON SS.

I hereby certify that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared James E. Miller and-- , to me known and known to be the person described in and who executed the forgoing annexed instrument

In witness whereof, 1 have hereunto set my hand and affixed my official seal this 27 day of September, 1966

George E. Wells  
NOTARY PUBLIC residing at Nampa, Idaho  
1-26-69

SEAL

STATE OF IDAHO, County of Valley, )ss.

I hereby certify that this instrument was filed for record at the request of George Wells at 20 minutes past 4 o'clock P. M. this 26 day of Oct. 1966 in my office and duly recorded in Book 12 of Misc. at Page 124.

SEARCHED \_\_\_\_\_  
INDEXED DIRECT \_\_\_\_\_

Forest E. Robb  
Ex-Officio Recorder

AMENDMENT TO BUILDING AND OCCUPANCY RESTRICTIONS  
PONDEROSA SANDS SUBDIVISION, VALLEY COUNTY, IDAHO

Misc. 12-132  
11-01-66

Filed in Book 12 of Misc., Page 124, records of Valley County, Idaho.

The Building and Occupancy Restrictions of the Ponderosa Sands Subdivision, Valley County, Idaho, shall be amended to read as follows:

Page 2, Paragraph 4: 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.

Page 3, Paragraph 11: Wells and Water System shall be amended as follows: Grantee may drill or excavate a well to use as a domestic water supply to comply with State Health Department.

IN WITNESS WHEREOF, I have set my hand and seal this 1st day of November, 1966.

s/ James E. Miller  
JAMES E. MILLER (Owner)

STATE OF IDAHO County of Canyon)ss.

On this 1st day of November, 1966, before me, GEORGE H. WELLS, a Notary Public in and for said State, personally appeared JAMES E. MILLER, known to me to be the person who signed the above and foregoing instrument, and acknowledged to me that he executed the same.

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

George H. Wells  
Notary Public for Idaho  
Residing at Nampa, Idaho  
1-26-69

SEAL

STATE OF IDAHO, County of Valley )ss.

I hereby certify that this instrument was filed for record at the request of James E. Miller at 20 minutes past 4 o'clock P. M. this 1st day of Nov. 1966 in my office and duly recorded in Book 12 of Misc. at Page 132.

Fees, \$ .90

COMPARED \_\_\_\_\_  
INDEXED-DIRECT \_\_\_\_\_  
INDEXED-INDIRECT \_\_\_\_\_  
DOC. STAMPS AFFIXED \$ \_\_\_\_\_

Forest E. Robb  
Ex-Officio Recorder.

By J. C. Patterson Deputy

1-51570

RESTRICTIONS AND COVENANTS

PISTOL CREEK RANCH  
and

SUMMER HOME ADDITION LOCATED THEREON

KNOW ALL MEN BY THESE PRESENTS, That whereas MIDDLEFORK RANCH, INCORPORATED, an Idaho corporation, hereinafter referred to as "Corporation" is the owner in fee simple of the following described real property situate in Valley County, State of Idaho, and more particularly described as follows, to-wit:

Lots 1, 2, 5 and 6 of Section 8, Township 16 North, Range 11 East of the Boise Meridian in Valley County, Idaho, excepting lots or tracts numbered 1 through 38 as shown upon the plat prepared by James A. Patterson August 5, 1959 as revised and attached as Exhibit "A" to the Deed recorded in Valley County Idaho Deed Records as Instrument no. 66078;

the owners of which lots or tracts are hereafter referred to as "lot owners";

WHEREAS, the Corporation took title to the same, in part, by an assignment of the vendees interest from Barbara Hornbeck and the estate of Marvin Hornbeck, deceased, under a Contract for the Sale of Land dated September 8, 1958, between Adelaide Anderson Wayne as vendor and Marvin and Barbara Hornbeck as vendees;