

Instrument # 284732
VALLEY COUNTY, CASCADE, IDAHO
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LELAND G. HEINRICH Fee: 12.00
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Index to: RESTRICTIVE COVENANT

Amended
RESTRICTIVE COVENANTS
BOULDER CREEK MEADOWS SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, THAT THE UNDERSIGNED, BOULDER CREEK DEVELOPMENT CO., an Idaho Partnership of Boise, Ada County, Idaho, does hereby certify and declare:

1. That they are the owners in fee simple of all that certain real estate situated in Valley County, State of Idaho, which is in Portions of Sections 22 and 27 of Township 16 N. Range 3 E. Boise Meridian, which is hereafter to be known as BOULDER CREEK MEADOWS SUBDIVISION.
2. That all the real estate, and lots, parcels and tracts thereof, and any conveyance covering or described all or part thereof, either by reference to the above described plat or by any number designation thereon, or by any other description shall be subject to the following restrictions, covenants and conditions, and that by the acceptance of any conveyance the grantee or grantees and their heirs, executors, successors and assigns covenant with the undersigned, their heirs, successors and assigns and with each other as to the property described in or by such covenants as follows:
 - (a) That it is the purpose of these protective covenants to insure proper and sound development of the Boulder Creek Meadows Subdivision as a desirable residential and recreational area.
 - (b) That all of the lots in said subdivision shall be known and described as residential lots and that the use of said lots shall be used solely as residential and recreational property. By residential property is meant the erection of a structure completely under one roof not to exceed two stories in height for use as a dwelling.
 - (c) No temporary or incomplete structures or facilities shall at any time be used as a residence unless approved by the Architectural Control Committee to help an owner build or establish a permanent residential unit during a period not to exceed two years from the date of lot purchase.
 - (d) That is the intent of these documents to reserve these lots for residential and recreational use and to prevent commercial use of these parcels.
 - (e) No building shall be erected, placed or altered on any residential building plot in this subdivision until the building plans, specification, and plot plan showing the location of such building have been approved in writing, as to conformity with any applicable building regulations and harmony of external design with existing structures in the subdivision and as to location of the building with respect to topography and finished ground elevations by the Boulder Creek Meadows Architectural Committee. In the

event the committee, or its designated representative fails to approve or disapprove within 30 days after two sets of plans and specifications have been submitted to it, such approval will not be required, and the related covenants shall be deemed to have been fully complied with insofar as the Architectural Committee is concerned. In the event of the death or resignation of any member of said committee, the remaining members shall appoint a resident property owner in the said subdivision to fill the vacancy. No member shall be entitled to any compensation for services performed pursuant to this covenant. No person acting as a member or representative, of the Architectural Committee shall be responsible for any violation of the within covenants and restrictions.

- (f) The powers and duties of the appointed committee shall cease on and after January 1, 2015, and thereafter the approval described in this covenant shall not be required, unless prior to said date, and effective thereon, a written instrument secured by the then record owners 75% of the lots in said subdivision duly recorded, appoint two representatives who shall thereafter exercise the same powers previously exercised by the Architectural Committee.
- (g) No residential structure shall be located on any residential building plot nearer than 20 feet to the front lot line and 15 feet to side street and back lot lines but no buildings shall be nearer than 10 feet to any side lot lines.
- (h) No noxious or offensive activity shall be carried out on any lot nor shall anything be done thereon which may be or may become an annoyance to the neighborhood. Use of wood or leaves at appropriate times for cleanup purposes shall not violate this covenant.
- (i) Easements for installation and maintenance of utilities and drainage are reserved as shown on the recorded plat as once installed.
- (j) It is the intention and purpose of these covenants to assure that all dwellings constructed shall be of good taste and quality to enhance the subdivision as a quality residential and recreational area and that all structures shall not violate any applicable county zoning ordinance or building code requirements. Accordingly, the ground floor area of a one-story dwelling shall be not less than 1,200 square feet and not less than 1,200 square feet for a 1 ½ or 2 story dwelling.
- (k) No residence, outbuilding, or other shelter shall be built, constructed or maintained upon any lot within the subdivision unless it is constructed of new lumber and materials and is completed within two years from the date that construction is started. No building or cabin, or other outbuilding shall be transported to or placed upon any lot.

- (l) Fences shall be no higher than six (6) feet and not extend closer to any street than 20 feet without express approval of the Architectural Committee, and shall be of good quality and workmanship, properly finished and maintained. The location of fences, hedge, high plantings, obstructions or barriers shall be so situated as not to unreasonably interfere with the enjoyment and use of neighboring properties and streets shall not be allowed to constitute an undesirable, noxious or nuisance use, as determined by the Architectural Committee, which determination shall be binding on all parties.
 - (m) No firearm or other dangerous weapon will be discharged in the subdivision and no target practice or hunting shall be permissible.
 - (n) No sign of any kind shall be displayed to the public view on any lot except: professional signs not more than one square foot in dimension; one sign of not more than five square feet advertising the property for sale or rent; or signs used by a builder to advertise the property during construction and sales periods.
 - (o) No animals, other than dogs or cats, shall at any time be maintained in or about any residential lots in said subdivision provided, however, that in no case shall such pets permitted should they constitute a nuisance, nor shall such pets be permitted for any commercial purpose.
 - (p) No one shall sever the trunk of any living tree having a diameter of more than four inches three feet above ground level without the consent of the Architectural Committee, except in connection with clearing for construction approved by the Architectural Committee, as provided in paragraph (e) preceding.
3. These covenants and restrictions shall run with the land and shall be binding on all parties and all persons claiming under them for thirty (30) years hereafter unless sooner terminated by agreement of the owners of seventy-five percent (75%) of the land in the subdivision and after all lots therein have been sold by the development company owner.
4. If an interested party, or any of his heirs and assigns, shall violate or 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 subdivision to prosecute any proceedings at law or in equity against said person or persons violating or attempting to violate any such covenants, and either to prevent him or them from so doing to recover damages or other dues for such violation.
5. Invalidation of any one of these covenants by judgment or court order shall in no way effect any of the other provisions which shall remain in full force and effect.

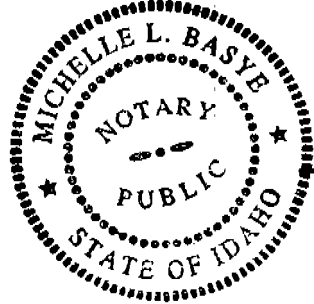
6. These covenants may be amended or terminated, or parts thereof may be added or deleted from time to time, by the then owners of over seventy-five percent (75%) of the lots in the subdivision, by documents executed and recorded in the office of the County Recorder of Valley County, Idaho.

BOULDER CREEK DEVELOPMENT CO.

David L. ...

STATE OF IDAHO)
County of ^{Valley} ~~Ada~~ : ss.
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SUBSCRIBED AND SWORN to before me this 30th day of June, 2004.



Michelle Basye

express 8/16/06
McCall, ID.