

**DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
OF WALKER SUBDIVISION**

THIS DECLARATION of Covenants, Conditions and Restrictions is made this _____ day of September, 1999, by Dan and Shirley Walker (hereinafter referred to as "Declarants").

RECITALS

THIS DECLARATION is made in contemplation and furtherance of the following facts and purposes:

- A. Declarants are the owners of certain real property located in Lemhi County, State of Idaho, more particularly described on Exhibit "A" attached hereto (hereinafter referred to as the "Property").
- B. It is the intent of the Declarants to divide the Property into four "Lots" as shown on Exhibit B.

DECLARATION

Declarants do hereby declare that the Walker Subdivision, and all the real property contained therein, shall be held, convey, encumbered, leased and used subject to the covenants, conditions, restrictions and equitable servitudes hereinafter set forth or provided for, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said subdivision, and which shall run with title to the land situated therein, and shall be binding upon, and benefit, all parties now or hereafter having or acquiring any right, title or interest therein, or to any part thereof.

DEFINITIONS

- 1. Unless the context otherwise specifies or requires, the following words and phrases when used herein shall have the following meaning:
 - a. Owner. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot within the Subdivision.
 - b. Lot. "Lot" shall mean and refer to any Lot shown on Exhibit B.
 - c. Subdivision. "Subdivision" shall mean and refer to the collection of Lots shown on Exhibit B.

I. USE RESTRICTIONS

1. All Lots shall be used for single family residences only.
2. Each family residence shall have a ground floor foot print, exclusive of porches, garages or carports, shall contain not less than 1200 square feet for a building with one story above ground level, and not less than 1000 square feet for a multi-level structure above ground level.
3. No building or structure shall be erected placed, constructed or remodelled so as to be less than 25 feet from the front lot line, less than 15 feet from the side lot line or less than 30 feet from the rear lot line.
4. All Lots in the Subdivision shall be a minimum of one-acre in dimension.
5. No Lot shall be used as a location or site for the conduct of any "commercial" or "industrial" enterprise, as those terms are defined by the Lemhi County Zoning Ordinance and/or the Comprehensive Plan of Lemhi County.
6. All improvements to the Lots must conform to the applicable laws, rules and regulations of Lemhi County, including, but not necessarily limited to, applicable zoning ordinance provisions, building codes, electrical codes and plumbing codes. All permits required in connection with any construction on any Lot shall be the obligation of the Owner.
7. No signs shall be permitted which advertise any home occupation or other business activity without the approval of at least 75 % of the Owners; provided, however, that the provisions of this section shall not prevent the installation and maintenance of a sign advertising the premises for sale, provided it is of a type and size customarily used by professional realtors in Lemhi County, and conforms to all applicable County regulations.
8. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot for commercial purposes. Dogs, cats, or other household pets; and horses, cattle, sheep or poultry may be kept, provided they are not raised, bred or kept for commercial purposes. The keeping of pigs and/or goats is not to be allowed on any parcel. Owners of approved livestock are required to build and maintain at all times adequate fencing. No pets, animals or poultry can be kept if they become a nuisance to other residents of the Subdivision. Any structure built for the keeping of approved animals must be erected and maintained at least thirty feet from the nearest boundary line of any parcel. No structures can be built with rolled tarpaper exteriors or roofing. The placement of any structure built for keeping approved animals must be approved by not less than 75% of the Owners.

9. Exterior protrusions, including, but not limited to, satellite dishes, antennae, or solar collectors, shall be installed on any Lot or attached to any structure only with the approval of not less than 75% of the Owners.

II. EASEMENTS

1. Owners are given non-exclusive rights to use roads and utility right-of-ways.
2. Easement areas may be landscaped by Owners so as to enhance their appearance so long as the landscaping does not interfere with the use of the property as an easement.

III. WATER AND SEWAGE

1. Wells and water systems shall be drilled, installed and maintained at all times in accordance with all applicable rules and regulations of any public agency and in compliance with the rules and regulations of the Health Department of Idaho.

IV. TRASH AND GARBAGE

1. No trash, waste, garbage, litter, junk, junk cars or refuse shall be thrown, dumped or left on any portion of the premises. Each Owner shall provide suitable receptacles for the containment and collection of trash and garbage, which must be enclosed or screened or otherwise unexposed to public view.

V. ENVIRONMENT

1. Every attempt shall be made to preserve and protect the environment indigenous to the area. All areas not utilized as sites for improvements where disturbed by construction or any human activity shall be returned as quickly as possible to their natural condition and replanted with native plant life except where other utilized for lawns, gardens or exterior living areas.

VI. NUISANCE

1. No noxious or offensive use or activity shall be carried on within the Subdivision no anything done or permitted on or in the premises that shall constitute a public nuisance.

VII. GENERAL PROVISIONS

1. Enforcement. All Owners shall have the right to enforce, by proceeding at law or in equity, all covenants, conditions and restrictions now or hereafter imposed pursuant to the provisions of this Declaration. Failure by any Owner to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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- 2. **Severability.** Invalidation of any one of the Covenants, Conditions or Restrictions herein contained by court order or judgment shall in no way effect the validity or effectiveness of any other provisions.
- 3. **Amendment.** The Covenants, Conditions and Restrictions of this Declaration shall encumber, and run with the title to, all real property now made subject hereto, from and after the date this Declaration is recorded in the official record of Lemhi County, Idaho. This Declaration, or any provision hereof, may be amended at any time by an instrument signed by the not less than 75% of Owners. Any such amendment must be recorded in the official recorded of Lemhi County, Idaho, to be effective.

DATED this _____ day of September, 1999.

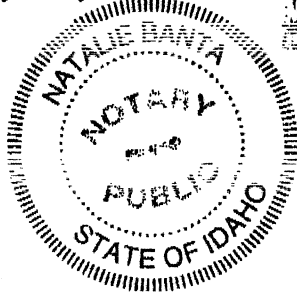
Declarants

Shirley Walker
Don Walker

STATE OF IDAHO)
)ss.
 County of Lemhi)

SUBSCRIBED AND SWORN before me, a Notary Public, in and for said County and State, on this 29 day of ~~September~~ ^{October}, 1999.

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



Natalie Banta
 NOTARY PUBLIC FOR IDAHO
 Residing at: SALMON, ID
 My commission expires: 5-18-2004

Date of Idaho) 242613
 County of Lemhi) ss. No.

This instrument was filed for record at the request of Shirley Walker at 9:26 o'clock AM on 11-10-1999

and duly filed and indexed by the recorder of Lemhi County Terri J. Murton Ex-Officio Recorder

By Brenda Armstrong Deputy

Fee 1.00

Return to Shirley Walker