

DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS  
THE WESTWOODS SUBDIVISION  
VALLEY COUNTY, IDAHO

Wendell B. or Wilma Jean Platt this Date of 14 of Nov, 2011,  
Hereinafter referred to as "GRANTOR"

WHERE Grantor is the owner of the certain property situated in Valley County, Idaho, more particularly described in the Plat of The Westwoods Subdivision No. 2, (hereafter referred to us as the "Subdivision"), recorded on the 14 day of Nov 2011 as instrument NO 364540 in Book 12 of Plats at Page X 53 Records of Valley County, Idaho; and,

WEREAS, it is the desire and intent of the Grantor to create a residential community in which certain standards shall be established for the mutual protection of all residents, with due regard for the preservation and protection of the environment, and the restrictions and covenants established in the Declaration are intended to serve such objectives:

NOW, THEREFORE, Grantor hereby declares that all property in the subdivision (as herein defined) is and shall be held, conveyed, encumbered, leased and used subject to the following uniform covenants, restrictions, and equitable servitudes in furtherance of a plan for the subdivision, improvement and sale of said property, and to enhance the value, desirability, and attractiveness of such of such property. The restrictions set forth herein shall run with the real property included within the Subdivision; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall insure to the benefit of the shall be binding upon Grantor, its successors in interest and say be enforced by Grantor, by any Owner or such Owner's successors in interest.

**1...DEFINITION;**

In construing this instrument, the following definitions shall be applied:

"Association" shall mean and refer to Homeowners Association, Inc., a non profit corporation organized under the laws of the State of Idaho, or any successor or assign of the Westwoods Subdivision No. 2.

"Subdivision" mean The Westwoods Subdivision No. 2.

"Lot" means an officially designated and numbered lot on the official plat of the Subdivision. No lot as shown on said official plat shall be resubdivided into two or more tracts of land, under different ownerships, and then each such separated tract into which said original lot was resubdivided shall constitute a separate "Lot" within the meaning of the instrument. The terms "Grantee" of "Owner" shall mean the record

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**Instrument # 364539**

VALLEY COUNTY, CASCADE, IDAHO

11-14-2011 03:12:49 No. of Pages: 7

Recorded for : PLATT, WENDELL B. & WILMA JEAN

ARCHIE N. BANGURY

Ex-Officio Recorder Deputy

Index to: RESTRICTIVE COVENANT

Fee: 28.00

*John K. Thy*

titleholder or holders of a "Lot", together with the heirs, successors, and assigns of such party or parties.

## **2...GENERAL PROVISIONS**

By acceptance of any conveyance of any property in the Subdivision and Grantee and Grantee's heirs, person representatives, successors and assigns, covenant with the Grantor, and it's successors and assigns, and with all other Grantees or subsequent owners of property in said subdivision, that these covenants shall inure to the benefit of and be binding upon all such parties.

## **3...RESUBDIVISION**

In consideration of the approval of the plat of the Subdivision in accordance with subdivision standards applicable to Valley County subdivisions, such plat shall not be amended by re-subdivision. All structures shall be for con-commercial usage, and property may not be subdivided into smaller parcels.

## **4...USE OF LAND**

The Grantee herein, his heirs, successors and assigns, shall use the above described real property for residential purposes exclusively. That no buildings shall be erected, or altered or placed or permitted to remain on any Lot other than residential structures and garage buildings and outbuildings used in connection with said residences. That the design, exterior color scheme, and exterior building materials shall blend with the natural surroundings. This covenant does not, however, restrict the rental of the premises or improvements upon the premises for residential purposes.

## **5...STRUCTURES**

The following buildings shall be permitted to be erected or maintained on any parcel one detached residence, a private garage, and one outbuilding which is strictly incidental and appurtenant to a residence. The design, exterior color scheme, and exterior building materials shall blend with the natural surroundings. Once construction begins the property owner has one year to complete the exterior construction. All structures must be site built.

## **6...BUILDING MATERIALS**

All buildings (including outbuildings) erected upon any building site in this subdivision shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in the Subdivision. All buildings (including outbuildings) will have roofs of any material so long as it blends with natural surroundings, excluding any non-colored metal roofs.

## **7...LOCATION**

The placement of all buildings on the property shall meet with the current setback requirements as set by Valley County Ordinance. The current setbacks are 20 feet front, 20 feet rear and 7.5 feet side of lots

## **8...SQUARE FOOTAGE**

The square footage requirements will require no less than 1200 square feet on the ground floor on a two-story building, and a minimum of no less than 2000 square feet per dwelling

## **9...TEMPORARY STRUCTURES**

No pick-up campers, motor homes, trailer homes, or mobile homes of any kind shall be placed permanently on any lot or parcel of said land. Temporary use of Campers, trailers and motor homes shall not exceed two weeks during any one-month period. Except, mobile homes may be placed upon a lot or parcel during construction of a permanent dwelling, but such mobile home may not remain on said lot or parcel for more than one (1) year.

## **10...COMMON DRIVEWAYS**

The lot owners with common driveways, as noted on the plat, will be required to share the driveway off the county road. The lot owner who builds first will be responsible for constructing the driveway to County Standards and the cost thereof. At such time, when both lot owners are using the driveway, they will be jointly responsible for the required maintenance thereof.

## **11...NUISANCE**

No nuisances, offensive or illegal activities shall be carried on upon any property nor shall anything be done thereon which may be or may become an annoyance or Nuisance to the subdivision including but not limited to snowmobiles, ATVs and/or Motorcycles. The use of any firearms shall not be permitted on said property. All Owners shall conform to the Valley County ordinances and State laws relating to Ownership of said property.

## **12...ANIMALS**

Not more than two (2) dogs, cats or other household pets shall be kept by and individual household; nor shall any domesticated animals be kept which unreasonably bother or constitute a nuisance to other Owners of other Lots. Household pets may be kept as long as they are not raised for commercial purposes. These household pets must be cared for so they are not a nuisance to other residents in the subdivision. Sheep, cattle, swine, fowl shall not be permitted.

### **13...WATER**

The domestic water for residential use shall be supplied by individual wells or shared as law permits.

### **14...SEWAGE DISPOSAL**

All buildings with the use of water for domestic purposes shall be connected to North Lake Recreational Sewer. Approval of such system, as installed, shall be obtained from such authority when available.

### **15...UTILITIES AND EASEMENTS**

Appropriate permits must be obtained and work approved by the responsible authority or utility. Each Owner agrees at his sole expense to pay the cost and hook-up charges as established by the utility companies or public works or any other utility such as shone and or power. The Grantor reserves such easements as shown and noted on said Plat for the purpose of the construction of water mains, drainage, electric lines, sewer lines and such other public utilities as shall be necessary, convenient and desirable for the Owners.

### **16...REFUSE AND DUMPING**

No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage, abandoned automobile bodies, or other waste material. All such materials shall be kept in sanitary containers. All incinerators (if permitted by law) and other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No junk machinery, trailers, automobiles, trucks, appliances or unsightly material of any sort or nature shall be kept on any of said premises. Machinery, construction equipment, and building materials shall be stored at locations where the same are not visible from the roadways within the subdivision, except during the time of actual construction of buildings and improvements wherein the same are used.

### **17...FENCES**

No fence, hedge or boundary wall situated anywhere upon a lot shall have a height greater than six (6) feet above the ground graded surface where such fence, hedge or wall is situated. All fences built within the subdivision shall be kept and maintained in good repair and appearance as to be inoffensive to the other property owners in the Subdivision and shall be built to local standards. All fences adjacent to Bureau of Reclamation property shall be constructed to Bureau Standards and shall be maintained in good repair by the owners of the lots with Bureau frontage.

## **18...SIGNS**

No signs or billboards of any kind for use shall be erected, posted or displayed upon any building site. Resident's name and property address may be displayed upon a name or address plaque. The Grantor reserves the right to display signs upon lots or building sites remaining in the ownership of the Grantor during the period that those building sites are for sale by the Grantor or its agents. Real Estate signs for the sale of the particular piece of property are allowed to be displayed.

## **19...ROADWAYS**

The roads within the development are the responsibility of Valley County Highway District and the Valley County Road Department.

## **20...SITE GRADING, FOOTING/FOUNDATION REQUIREMENTS**

All side and rear lot lines have a (5) foot wide "zone" for the purpose of transporting property drainage. Said zone shall remain free of obstructions and as the natural elevation and shall be maintained by the individual lot owner. The property owner is hereby made aware that high groundwater does exist in the area and can come within six (6) inches of the native ground. As such, groundwater elevation shall be kept a minimum of twelve (12) inches below the structural footing via a sump pump system. In addition to the separation, a plastic liner shall be required at the bottom the crawl space to further aid in the prevention of moisture accumulation. Alternatively, homes may also be constructed with slab-on-grade foundations and footing. The slab-on-grade foundation would not have a crawl space and thus no methods would be required to maintain groundwater below the footings. An additional acceptable alternative is to raise the home pad and footings high enough to maintain the seasonally high groundwater twelve (12) inches responsible to document the prove to the County Building Official that the home is constructed with a crawl space. If the sump pump option is selected, then individual lot owners will be responsible for construction, operation, and maintenance of private sump pump systems (including Piping) for dewatering as required.

## **21...VEGETATION, LANDSCAPING, EXCAVATION**

Each lot owner shall landscape his lot by doing improvement landscaping, ornamental trees and shrubs, and/or leaving it in its natural state or a combination thereof. It is the intent of this provision to insure that each lot owner does maintain a vegetative cover. All vegetation shall be watered or maintained, whether natural or improved. all fertilizer used in the subdivision shall be an organic type. In addition to this landscaping the vegetation cover, there shall not be excavation stone, sand, dirt, gravel, minerals or any other natural minerals from any of the lots.

## **22...LIGHTING**

Exterior lighting shall not exceed the height of any structure and shall be shielded from neighboring views and be reflected towards the ground. The light shall be a

maximum of 100 watts and not be pointed towards neighboring homes.

### **23...WOOD BURNING APPLIANCES**

All wood burning appliances installed by or for owners shall be EPA approved and meet EPA standards regarding particulate emission with a limit of one (1) wood burning device per residence.

### **24...GARBAGE CONTAINERS**

It shall be the responsibility of each property owner to provide and use an approved Bear proof garbage container.

### **25...WILD LIFE MANAGEMENT**

The area adjacent to Westwoods Subdivision No. 2 is a wild life management area under the supervision of the Bureau of Reclamation and use is restricted during parts of the year.

### **26...INVALIDATION**

Invalidation of any one of these covenants by judgment or court order shall in no Way affect any of the other covenants or provisions hereof, all of which shall remain In full force and effect.

INWITNESS WHEREOF, The Grantor have caused their hand to be subscribed

Hereunto this 27 day of April 2011

Wendell B. Platt  
Wendell B. Platt

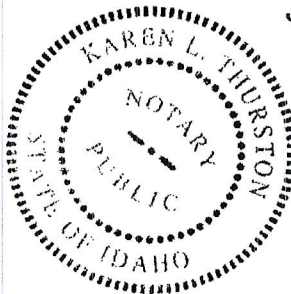
Wilma Jean Platt  
Wilma Jean Platt

STATE OF IDAHO )

County of Ada Valley)

On this 27 day of April, 2011, before me, the undersigned a Notary  
Public in and for said State, personally appeared Wendell B Platt and  
Wilma Jean Platt, known to me to be the  
Owners of \_\_\_\_\_ The West woods Subdivision No. 2.

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



Karen L. Thurston  
Notary Public for the State of Idaho  
Residing at Cascade  
Expires 7-10-15