

Re-recorded to include the legal description

## Building Restrictions & Protective Covenants

Know All Men By These Presents: That we, **FISHER FAMILY TRUST** hereinafter referred to as **Grantor**, do hereby certify and declare:

**Section 1. General Provisions:** The Grantor is the owner of said land (legal description attached) in Adams County, State of Idaho. That Grantor does hereby establish a general plan for development, improvement, maintenance, and protection of the real property, and for that purpose does hereby establish the building restrictions and protective covenants set forth herein. Said building restrictions and protective covenants shall attach to and shall pass with the land, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title, or interest in and to said land, and the successors in title and interest to said land, whether acquired through voluntary act or through operation of law.

**Section 2. Definition of Terms:** That the term "Grantor" wherever used herein shall refer either singularly or collectively, to the above named Grantors, and to their administrators, executors, Personal Representatives, heirs and assigns, and to any person or persons, or corporation to whom the rights and obligations of the Grantor as set forth in these building restrictions and protective covenants shall be specifically transferred.

The term "Grantee" used herein shall refer not only to the person, corporation, or association who originally purchases a parcel of land from the Grantor, but also to any person, corporation, or association who hereafter shall assert or claim any right, title, claim, or interest in and to said land or any lot, piece, or parcel thereof, whether as successors in title, voluntarily or by operation of law.

The term "Parcel" shall refer to a piece of real estate which is separately described, and which is recognized by Adams County as a legal and separate piece or parcel thereof, whether as successors in title voluntarily or by operation of law.

**Section 3. Violation and Enforcement:** If any Grantee violates or attempts to violate any of the provisions of these building restrictions and protective covenants, then it shall be lawful for any person or persons, corporation or association, owning parcels of land purchased adjacent to said land (survey map attached), or lawful municipal authority, shall have full power and authority to prosecute any proceedings at law or in equity against the grantee violating or attempting to violate any of the provisions of these building restrictions and protective covenants, and either to prevent him/them from so doing or to recover damages sustained by reason of such violation.

In the event that any provision, sentence or paragraph contained in these building restrictions and protective covenants is invalidated by judgment or court order, it shall in nowise affect or invalidate any of the other provisions, sentences or paragraphs of these building restrictions and protective covenants, but the same shall remain in full force and effect.

**Section 4. Term of Restrictions:** These building restrictions and protective covenants shall run with the land described herein and shall be binding upon the parties hereto, and all successors in title and interest of any of the said parties, or and part thereof, until January 1, 2007, at which time the said restriction shall be automatically extended for a successive period of ten years, unless the owners or owner of the legal title to

not less than two thirds of the Parcels, or plotted lots by instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions and such termination or amendments shall become effective upon the filing of such instrument or instruments or record in the office of the County Recorder of Adams County, Idaho. Such instrument or instruments shall contain proper reference by volume and page number to the parcel(s) of land and the record of the deed in which these restrictions and protective covenants are set forth, and all amendments thereto.

**Section 5. Temporary Structures:** No structure of a temporary character, trailer, mobile home, basement, tent, or shack shall be used on any lot at any time as a residence, except as temporary living quarters while a permanent dwelling is under construction. Any such temporary structure will be permitted on the lot or parcel for a maximum of six months, after which it must be removed or properly garaged. \_

**Section 6. Building Restrictions:** Each parcel shall constitute a building site, and not more than one family dwelling and one detached guest house shall be placed, constructed, or maintained on each building site. Except as specifically provided herein, no building site shall be used except for residential or agricultural purposes, and no building shall be erected, altered, placed, or permitted to remain on any building site other than one detached primary single family home and one detached guest house.

All dwellings shall be of good quality, permanent construction, manufactured modulars allowed, affixed to the land upon permanent foundations and aesthetically compatible with other structures in the area. If the garage is not attached to the house it is to be constructed of a material and design similar to the house. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residences and surrounding development. Each dwelling shall have not less than 960 square feet on the main floor, measured at the outside perimeter of the top of the foundation, exclusive of porches, basements and garages. No structure of a temporary character shall be constructed, placed or used on any tract at any time as a residence or otherwise, except that unoccupied travel trailers and campers which are not unsightly may be stored on the premises when not in use. No old buildings may be moved onto the premises.

It shall be permissible, where a single family residence has been erected on a particular parcel, to erect in connection therewith appropriate fences, corrals, stalls, barns, shop buildings and buildings for the storage and keeping of machinery, hay, and feed, and for the keeping of livestock.

Any building plans and buildings erected on said land shall be subject to approval by the authorities of the lawful municipal authority, and shall comply with all present and future existing codes of Adams County.

**Section 7. Prosecution of Work:** The work of construction of all buildings, alterations, and additions thereto, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations and additions shall be completed and painted. All buildings, alterations and additions shall be fully completed as to external appearance, within six months of commencement unless prevented by cause not due to grantee's neglect, or failure to prosecute diligently the work to completion.

**Section 8. Limitation of Use:** No building or structure of any type shall be moved onto said building site except a new prefabricated structure of a type and design complying with Section 6 as set forth therein. No trailer house, mobile home, or so-called double-wide mobile home shall be maintained or installed upon any building site as a residence or for any other purpose.

**Section 9. Sewage Disposal:** All bathroom sink and toilet facilities shall be inside the dwelling house and shall be connected by underground pipes with a septic tank of a depth and type of construction approved by Washington County and State of Idaho Health Authorities. The drains from said septic tanks shall be kept within the building lot limits of each building site and the effluent from septic tanks shall not be permitted to discharge into any streams or open drain.

**Section 10. Refuse:** No car bodies, discarded appliances or unsightly materials may be stored upon the real property.

**Section 11. Building Placement: Skylines and Distance from Edge of Rim:** The skyline designation is defined by the floor of the top level of any and all buildings to not be higher than an average of 6 feet below the natural ridge line that runs parallel (or closest to parallel) to the side of the building most adjacent to the natural major break in topography (rim). All buildings will be a distance of 50 feet from the natural slope of topography which exceeds 20% - (steep rim).

**Section 12. Any pond development** will comply with any applicable governmental regulation.

**Section 13. Exterior colors of dwellings and outbuildings** shall be harmonious with the natural surroundings.

**Section 14. Overgrazing:** With the exception of winter feedlots, corrals and holding pens, loss of vegetation due to over concentrations of livestock is prohibited.

**Section 15.** Grantee is hereby notified that Grantor intends to subdivide the balance of the ranch (legal description attached) into approximately 40 Acre Parcels.

Dated this 2nd day of February, 1998.

THE W. EUGENE FISHER FAMILY TRUST

BY: *W. Eugene Fisher*  
W. Eugene Fisher, Trustee

Resigned February 14, 1998

THE W. EUGENE FISHER FAMILY TRUST

BY: *W. Eugene Fisher*  
W. Eugene Fisher, Trustee

INSTRUMENT NO. 93464  
State of Idaho )  
County of Adams ) ss.

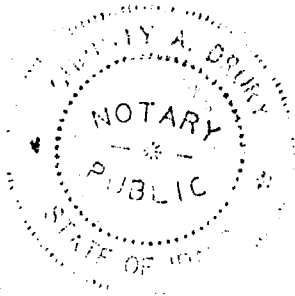
Filed for record at the request of  
Timberline Title & Escrow  
01 min. past 1 o'clock P.M.  
this 2 day of February 1998  
MICHAEL FISK, RECORDER  
by *Deanna Dinkal*  
Deputy

Fee \$ 12.00  
return to: Timberline Title & Escrow

STATE OF IDAHO )  
 ) : ss  
COUNTY OF ADAMS )

On this 2<sup>nd</sup> day of February, 1998, before me a Notary Public in and for said State, personally appeared W. EUGENE FISHER, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of THE W. EUGENE FISHER FAMILY TRUST, and acknowledged to me that he executed the same as Trustee of THE W. EUGENE FISHER FAMILY TRUST.

Christy A. Amery  
Notary Public  
Residing At: Fruitvale, Idaho  
Commission Expires: 8/4/98



INSTRUMENT NO. 93554  
State of Idaho )  
County of Adams ) ss.

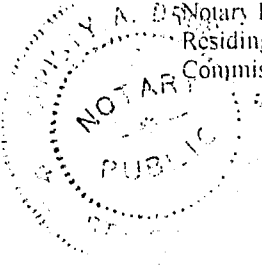
Filed for record at the request of  
Timberline Title & Escrow  
46 min. past 10 o'clock A.M.  
this 19 day of February, 1998  
MICHAEL FISK, RECORDER  
by Lorrey Lindal  
Deputy

Fee \$ 18.00  
return to: Timberline Title & Escrow

STATE OF IDAHO )  
 ) : ss  
COUNTY OF ADAMS )

On this 14<sup>th</sup> day of February, 1998, before me a Notary Public in and for said State, personally appeared W. EUGENE FISHER, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee of THE W. EUGENE FISHER FAMILY TRUST, and acknowledged to me that he executed the same as Trustee of THE W. EUGENE FISHER FAMILY TRUST.

Christy A. Amery  
Notary Public  
Residing At: Fruitvale, Idaho  
Commission Expires: 8/4/98



PARCEL 1

Township 15 North, Range 1 West, Boise Meridian, Adams County,  
Idaho

Section 26: SE1/4, S1/2NW1/4, all that part of the SW1/4NE1/4  
lying West of the County Road

Section 27: N1/2SE1/4, all that part of the S1/2NE1/4 lying  
South of Thorn Creek, and all that part of the SE1/4NW1/4 lying  
East of U.S. Highway right of way,  
EXCEPTING THEREFROM

Township 15 North, Range 1 West, Boise Meridian, Adams County,  
Idaho

Section 27: A tract of land located in said section more  
particularly described as follows:

Beginning at the center of said Section 27, North 533 feet more  
or less;

Thence West 308 feet more or less;

Thence Southwesterly 560 feet more or less along Highway 95  
right-of-way as it was located and established October 31, 1977;  
Thence East 480 feet more or less to the TRUE POINT AND PLACE OF  
BEGINNING.

EXCEPTING THEREFROM Highway 95 and Indian Valley Road.

Section 35: NE1/4NE1/4

PARCEL 2

Township 15 North, Range 1 West, Boise Meridian, Adams County,  
Idaho

Section 26: SW1/4, NW1/4NW1/4, all that part of the NW1/4NE1/4  
and the S1/2SE1/4NE1/4 lying South and West of the County Road.

Section 27: All that part of the N1/2NE1/4 lying East of U.S.  
Highway 95, and S1/2NE1/4 lying East of U.S. Highway 95 North of  
Thorn Creek.

Section 34: NE1/4NE1/4

EXCEPTING THEREFROM a parcel more particularly described as  
follows:

Beginning at the SW corner of NE1/4NE1/4;

Thence Northerly on and along the West boundary of said  
NE1/4NE1/4 624 feet to a point;

Thence Easterly at right angles 416 feet to a point;

Thence Southerly at right angles 624 feet to a point on the South  
boundary of said NE1/4NE1/4;

Thence Westerly on and along the said South boundary 416 feet  
more or less to the REAL POINT OF BEGINNING.

ALSO EXCEPTING THEREFROM a parcel located in Sections 27 and 34  
more particularly described as follows:

Commencing at the South 1/4 corner of Section 22, said Township;  
Thence South 13°56'11" East 5487.008 feet to the REAL POINT OF  
BEGINNING;

Thence North 88°28'26" East 402.157 feet;

Thence South 00°02'31" West 631.070 feet;

Thence North 89°04'06" West 402.050 feet;

Thence North 00°02'31" East 613.822 feet to the REAL POINT OF  
BEGINNING.

Section 27: SE1/4SE1/4

EXCEPTING THEREFROM A parcel in Sections 27 and 34 more  
particularly described as follows:

Commencing at the South 1/4 corner of Section 22 of T15NR1WBM;  
Thence South 15°40'22" East 4893.609 feet to the REAL POINT OF  
BEGINNING;

Thence North 86°01'19" East 402.997 feet;

Thence South 00°02'31" West 631.070 feet;

Thence South 88°28'26" West 402.157 feet;

Thence North  $00^{\circ}02'31''$  East 613.822 feet to the REAL POINT OF BEGINNING.

Section 35: N1/2NW1/4, W1/2NE1/4, SE1/4NE1/4

EXCEPTING THEREFROM the following described parcel:

A parcel of land situated in said section commencing at the quarter corner common to Sections 35 and 36 of said township;

Thence North  $00^{\circ}18'34''$  West 999.146 feet to the REAL POINT OF BEGINNING;

Thence North  $00^{\circ}18'34''$  West 331.345 feet;

Thence North  $89^{\circ}59'34''$  West 1313.828 feet;

Thence South  $00^{\circ}01'13''$  East 331.340 feet;

Thence South  $89^{\circ}59'34''$  East 1315.500 feet to the REAL POINT OF BEGINNING.