

DECLARATION OF
PROECTIVE RESTRICTIONS AND COVENANTS
ADAMS COUNTY, IDAHO

THIS DECELARATION, made as of the 9 day of January, 1997 by Hamilton
Subdivision,

WITNESSETH:

WHEREAS, Grantor is the owner of all that certain real estate situated in Adams County, Idaho more particularly described in the plat of Hamilton Subdivision, as instrument No. 91431 in Book 2 of Plats at Page 21 records of Adams County, Idaho; and

WHEREAS, 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 this 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 property. The restrictions set forth herein shall run with the real property included wherein the Subdivision; shall be binding upon all persons having or acquiring any interest in such real property or any part thereof; shall inure to the benefit of every portion of such real property and any interest therein; and shall inure to the benefit of and shall be binding upon Grantor, its successors in interest, and may be enforced by any Owner or such Owner's successors in interest.

DEFINITIONS

1. In construing this instrument, the following definitions shall be applied:
"Subdivision" means Hamilton Subdivision, according to the official plat thereof now on file in office of the County Recorder of Adams County, Idaho.

"Lot" means an officially designated and numbered lot on the official plat of the Subdivision. The terms "Grantee" or "Owner" shall mean the record title holder or holders of any "Lot", together with the heirs, successors, and assigns of such part of parties.

GENERAL
PROVISIONS

2. By acceptance of any conveyance of any property in the Subdivision the Grantee and Grantee's heirs, personal representative, successors and assigns, covenant with the Grantor, and its 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

RESUBDIVISION

3. In consideration of the approval of the plat of the Subdivision in accordance with subdivision standards applicable to Adams County subdivisions, such plat shall not be amended by re-subdivision into smaller parcels.

USE OF LAND

4. The Grantee herein, his heirs, successors and assigns, shall use the above described real property for single family residential purposes exclusively. That no buildings shall be erected, or altered, or placed, or permitted to remain on any acreage other than residential structures and garage building and outbuildings used in connection with said residences. No owner shall construct or permit to be placed on any lot, any mobile home or manufactured housing for permanent or temporary residence purposes. This covenant does not, however, restrict the rental of the premises or improvements upon the premises for residential purposes.

BUILDING MATERIALS

5. 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 will have roofs of any material so long as it blends with the natural surroundings, excluding any non-colored metal roofs. The design exterior color scheme and exterior building materials shall blend with the natural surroundings.

LOCATION

6. No building shall be located on any property nearer than ten (10) feet to any property line with a fifty (50) foot minimum set back from roads.

SIZE

7. The square footage requirements will require no less than 1,000 square feet on the ground floor on a two story building, and a minimum of no less than 1,400 square feet per dwelling.

TEMPORARY STRUCTURES

8. All snowmobiles, boats, boat trailers, travel trailers, camper trailers, mobile homes, automotive campers or any other similar property stored on any lot shall be stored on the rear portion of such lot, and, if such storage is intended to be of a permanent nature, said property shall be stored in an enclosed building of permanent design.

NUISANCES

9. 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 and/ or motorcycles. The use of any firearms shall not be permitted on said property.

ANIMALS

10. Household pets (dogs, cats, etc.) may be kept as long as they are not raised for commercial purposes. These household pets must be cared for and restrained so they are not a nuisance to other residents in the subdivision. Three horses shall be allowed per lot. No more than two adult dogs will be allowed per lot. No pigs, sled dogs, hound dogs or other animals likely to cause undesirable noise, odors, or other noxious conditions shall be permitted.

SEWAGE DISPOSAL

11. All buildings shall be constructed with septic tanks or individual sewage disposal systems located and constructed in accordance with the requirements, standards, and recommendations of the Department of Public Health. Approval of such system, as installed, shall be obtained from such authority.

REFUSE AND
DUMPING

12. 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, trucks, appliances or unsightly material of any order or nature, or junk automobiles 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.

PROSECUTION
OF WORK

13. The construction of the dwelling house and structures shall be prosecuted diligently, continuously and without delays from time of commencement thereof until such dwelling house and structure are fully completed and painted, unless prevented by causes beyond the control of the Grantee and only for such time that cause continues, and in any case, exterior construction must be completed within twelve (12) months of date of commencement of construction.

FENCES

14. 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 all is situated. All fences built within the subdivision shall be kept and maintained in good repair and appearance so as to be inoffensive to other property owners in the Subdivision and shall be built to local standards.

SIGNS

15. No signs or billboards of any kind or for any use shall be erected, posted or , displayed upon any building site except for property "For Sale" signs. The name of a resident or a dwelling house upon a building site 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.

ROADWAYS

16. Shared driveway maintenance shall be the responsibility of the lot owners adjacent to said driveways.

VEGETATION,
LANDSCAPING,
EXCAVATION

17. All of the lots shall be properly cared for at all times so as to maintain a good appearance to the public view. The owner of each such lot, upon erecting a single family residence or other approved structure thereon, shall provide and maintain minimal natural landscaping on the rear and side portions of the lot as well as the front lot area. All disturbed areas shall be re-established with native vegetation. In addition to this landscaping and vegetation cover, there shall be no excavaton of stone, sand, dirt, gravel, minerals or any other natural minerals from any of the lots.

WETLANDS

18. There shall be no use or constructon within the wetlands which are shown on the final plat of Hamilton Subdivision, except what is specifically allowed by the rules and regulations set down by the United States Army Corps of Engineers.

INVALIDATION

19. Invalidation of any one of these covenants by judgement 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.

TERM

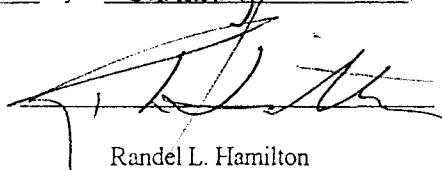
20. Term of Restrictons: These restrictions shall run with the land described herin and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, January 1, 2010, at which time said restrictions shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two-thirds of the platted residence tracts or platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said restrictions, and such termination or amendment shall become effective upon the office of the Recorder or Adams County, Idaho. Such instrument or instruments shall contain proper reference by volume and page numbers to the record of the plats an the record of this deed in which there Protective Restrictons and Covenants are set forth, and all amendments thereof.

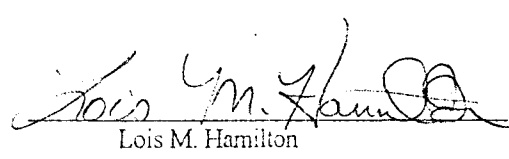
Where any restrictions,easement of dedication herein varies from the requirements of the subdivision or other ordinances of Adams County having jurisdiction and the requirements of the county ordinances relating to deemed subdivision are more restrictive, said more restrictive requirements shall be deemend to be a part hereof as set forth herein as part of these restrictive covenants. This limitation shall apply in particular to locations, public easments and ways where the same are particularly required by such ordinances but not set forth herein.

ENFORCEMENT

21. If any party shall violate or attempt to violate any of the covenants herein contained, and shall persist in such violation or attempt after ten days' notice in writing served or delivered upon such party, then any other person or persons owning any real property in said subdivision may prosecute any proceedings at law or in equity against such party, either to prevent such violation or to recover damages therefor, and in any such proocedings the prevailing party shall be entitled to recover reasonable attorney fees and court costs from the other party or parties.

In witness whereof, the Declarants have hereunto set their hands too this instrument the 9th day of January, 1997.

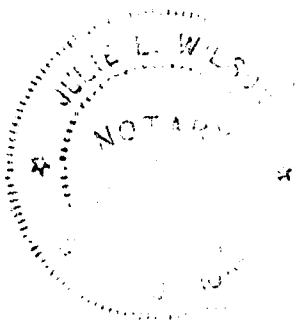

Randel L. Hamilton


Lois M. Hamilton

STATE OF IDAHO)
) ss
County of ADAMS)

On this _____ day of _____, 1995 before me, a Notary Public in and for said State, personally appeared Randy L. and Lois M. Hamilton known or identified to me to be the person whose name is subscribed to the within 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 in this certificate first above written.



Julie E. Wilson
Notary Public for Idaho
Residing at: Council
Commission expires: 5-22-98

INSTRUMENT NO. 91432
State of Idaho)
County of Adams) ss.

Filed for record at the request of
Timberline Title & Escrow
46 min. past 8 o'clock A.M.
this 28 day of Jan, 1997
MICHAEL FISK, RECORDER
by Deanna Linkal
Deputy
Fee \$ 15.00