

INSTRUMENT NO. 54171

PROTECTIVE RESTRICTIONS
AND COVENANTS

Walker Timberline Resort

to

Public

STATE OF IOWA
COUNTY OF [unclear]

I hereby certify that the
instrument was first recorded
at [unclear]

David Roylance

at 01 11

o'clock a 24th

day of November 1975

in my office and recorded

in Book 8. M. of

Miscellaneous on page

349

Esther Stover
Recorder

By [unclear]
[unclear]

Fee 3.60

PROTECTIVE RESTRICTIONS AND COVENANTS
Recorded
Instrument No.
WALKER TIMBERLINE RESORT

KNOW ALL MEN BY THESE PRESENTS:

That the undersigned, hereinafter referred to for convenience sake as the "Grantors" do hereby certify and declare as follows:

1. That the Grantors are the owners, in fee simple of all that certain real property situated in the County of Adams, State of Idaho, more particularly described in Exhibit "A" attached hereto and made a part hereof.

2. That all of the real estate, including lots, parcels and tracts thereof, and any conveyance covering or describing all or any part thereof, either by reference to the above described plat or by any other description, shall be subject to the acceptance of any such conveyance, the grantee or grantee and their heirs, executors, administrators, successors and assigns, and with each other as to the property described as follows:

a. LAND USE: The property covered by these protective covenants shall be used exclusively for residential purposes, and may not be partitioned or subdivided; any structures placed thereon shall not be used for commercial purposes, and the use of said lots shall be limited and restricted to single family dwellings and an attached, semi-detached or detached private garage or carport, and other out-buildings, incidental to a recreational subdivision use as contemplated by any Adams County subdivision ordinance.

(1) WELLS: All wells must conform to the requirements set forth by Cental District Health Office, Council, Idaho. Attention is specifically directed to those requirements before a well drilling permit is secured.

b. BUILDING LOCATION: No building shall be located on any lot nearer than 10 feet to any interior side lot line, said distance measured at the closest point for said structure to said side lot line.

For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of the buildings or structure.

c. BUILDING SIZE: No dwelling shall be erected or placed on any building site, the ground floor area of which (exclusive of one-story open porches, terraces and garages) shall be less than 900 square feet.

d. BUILDING MATERIALS: All buildings erected upon any dwelling site in this subdivision shall be of wood, stone, brick frame, concrete or pumice block construction, and if other than brick or stone is used, such building shall be finished, painted and maintained in good repair so as to be inoffensive to any other property owners in said subdivision.

e. WORK PROSECUTION: The construction of all dwellings shall be prosecuted diligently and continuously from the time of commencement thereof, and same shall be completed, including exterior painting, within 12 months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the grantees.

f. ANIMALS: No lot or portion thereof shall be used for the keeping or pasturing of goats, swine, or cattle. Dogs, cats, or other household pets may be kept, providing that no animals are kept, bred or maintained for any commercial purposes, and horses may be kept so long as they are not in such number as to be offensive or constitute a nuisance.

g. FENCES: No fence, hedge or boundary wall situated anywhere upon a building site shall be a height greater than five (5) feet above the fenced, graded surface of the ground upon which such fence, hedge or wall is situated. The construction or maintenance of spite fences or spite trees or shrubs shall be prohibited upon all building sites of this subdivision.

h. EXCAVATION: No excavation for stone, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary and contemplated in the plans in connection with the erection of a building site, except as a part of an excavation in connection with the construction of a building thereon.

No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for, or removing oil, gas, or other hydro-carbons, minerals, rocks, stones, gravel or earth.

i. RESTRICTIONS ON SIGNS: No signs or advertising devices of any nature shall be erected or maintained on any property except as necessary to identify the ownership of the property and its address; or to show the property is for sale or for rent; or as may be necessary or desirable to give direction, advise of rules and regulations, or caution or warn of danger, and such signs as may be otherwise required by law.

j. MOVING OF BUILDINGS - CONSTRUCTION OF OUTBUILDINGS: No buildings or structures shall be moved onto said real property from any land outside of said plat except a new prefabricated structure of a type and design approved by the Architectural Control Committee. No trailer houses shall be parked in any street or within building set back lines. No basement, trailer, tent, shack, garage, barn or other outbuildings erected on a tract shall at any time be used as a residence, temporarily or permanently, except that a trailer may be used during construction of residence by permission of Grantor. No building shall be erected or maintained on a building site prior to the erection of the dwelling house thereon, except that a garage or other small building of permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.

k. SEWAGE DISPOSAL: All bathroom, sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe with a private septic tank, or any sewage treatment system at such time same

is completed or thereafter, and placed at a depth and made of a type construction approved by the Adams County and the State of Idaho health authorities.

Drainage from said septic tank shall be kept within the building limits of each building site. Approval of all sewage disposal systems installed shall be obtained from the cognizant health authority, and the Grantors shall have no obligation to construct any sewer or provide any connection thereto.

No waste material shall be permitted to enter into streams, rivers or lakes, and all sanitary facilities must conform with the requirements and recommendations of the State Board of Health of the State of Idaho, the Grantors, or any other governing body having general jurisdiction over the premises. No drain system or other disposal system shall be allowed nearer than 100 feet to a stream, river or lake, and shall not in any way contribute to the pollution of said stream, river or lake.

1. REFUSE AND DUMPING: Trash, garbage or other waste will be taken to Adams County Land Fill by Grantee. No lot or building site included within this subdivision shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be deposited only in sanitary containers meeting the requirements of the sanitation ordinances of the County of Adams, State of Idaho, and the regulations of the State of Idaho, and of the State of Idaho health authorities. All incinerators, if permitted by those sanitation ordinances or regulations or other receptacles or storage for such trash, garbage, etc., shall at all times be maintained in a sanitary or clean condition. No machinery, appliances or unsightly material shall be stored upon a building site until a grantee is ready and able to commence the construction with respect to which such building material will be used, and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

m. NUISANCES: No portion of the real property or of a building site or any structure thereon shall be used for the conduct of any trade or undesirable acts or undesirable uses of any portion of the real property shall not be permitted or maintained. The term business or professional activities shall not include sales representatives or agents conducting their business from their residence.

n. MAINTENANCE OF PROPERTY: All property and all improvements on any property shall be kept and maintained by the owner thereof in a clean, safe attractive and sightly condition and in good repair. All incinerators or other equipment for the storage or disposal of waste material shall be kept in a clean and sanitary condition.

3. ARCHITECTURAL CONTROL: That no building shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee, hereinafter referred to, as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation, and as to the square footage as related in paragraph 2c hereof.

4. ARCHITECTURAL CONTROL COMMITTEE: The Architectural Control Committee is composed of three (3) members appointed by the Board of Directors of the Home Owners Association. Said Architectural Control Committee shall serve a term of one (1) year and shall be appointed at the annual meeting of the Home Owners Association. In the event a member of said Committee shall resign prior to the end of his term, the Board of Directors of the Home Owners Association shall appoint a new member to serve out the balance of his term.

5. ARCHITECTURAL CONTROL PROCEDURE: The committee's approval or disapproval as required in these covenants shall be in writing. In the event the Committee fails to approve or disapprove within thirty (30) days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof approval will not be required and the related covenants shall be deemed to have been duly complied with.

6. FORMATION OF NONPROFIT CORPORATION: Prior to the sale of any lots, Grantors shall cause to be formed a mutual non-profit corporation under the laws of the State of Idaho, in which Grantee, by the acceptance hereof, agrees to become and which thereby shall be a member, and in which membership shall be limited to the purchasers or owners of lots in Walker Timberline Resort Subdivision. The non-profit corporation is to be formed for the purpose of administering the homeowners association for the common good of all of the owners of lots in the subdivision. Grantee agrees to pay such corporation, when formed, dues or assessments, the amounts of which may be fixed by its by-laws or by lawful act of its board of directors.

It is understood and agreed that the articles of incorporation and by-laws of such corporation shall provide that each purchaser or owner of a lot in Walker Timberline Resort Subdivision shall be entitled to one vote at all elections and on all other matters that may come before a meeting of the members, subject to the proviso that if any member of such corporation shall be the purchaser or owner of more than one (1) lot in Walker Timberline Resort Subdivision, he shall be entitled to as many votes as the number of lots purchased or owned by him. Grantor shall be entitled to, and obligated to accept, membership in such corporation, and shall have the benefit and bear the burdens of such membership with respect to the unsold lots in Walker Timberline Resort Subdivision.

7. MEMBERSHIP: Membership in non-profit corporation set forth in #6 herein, shall be required as a condition to owning any lot in this subdivision. Membership shall be appurtenant to the ownership of each lot or dwelling, and shall automatically pass with the transfer of title to such lot; provided, however, that such transfer shall not release the grantee from any obligations or liabilities incurred or incidental to membership prior to such transfer. Membership shall not be assigned, transferred or encumbered in any manner, except by the transfer of title to such lot or dwelling unit, provided, however, that the membership rights and privileges may be assigned to the holder of a mortgage or deed of trust thereon as further and additional security for a loan secured by such property.

8. LIENS: It is understood that members of the non-profit corporation set forth in #6 herein, may be charged by the Board of Directors of said corporation from time to time with maintenance fees and membership dues. In the event that said maintenance fees or membership dues are not paid when they become delinquent, said maintenance fees and/or membership dues, plus costs of collection (including attorney's fees) plus interest thereon and other charges, shall constitute and become a lien on the lot when the Board of Directors of said non-profit corporation causes to be recorded with the County Recorder of Adams County, a notice of a lien which will state the amount of such maintenance fees, membership dues, and any other charges, a description of the lot, and the name of the record owner thereof. Such notice shall be signed by the Secretary of the corporation on behalf of the corporation. Upon payment of said charges in connection with which such notice has been so recorded, or other satisfaction thereof, the Grantors shall cause to be recorded a further notice stating the satisfaction and release of the lien thereof.

Such lien shall be prior to all other liens recorded subsequent to the recording of said notice of lien, referred to herein.

The lien provided for herein may be enforced by sale by the Board of Directors of said non-profit corporation, its attorney, or other persons authorized to make the sale, after failure of the responsible party to pay such charges in accordance with these covenants and restrictions. Such sale shall be conducted in accordance with the provisions of the laws of the State of Idaho, applicable to the exercise of powers of sale in deeds of trust by notice and sale, or any other manner permitted by law.

9. ACCESS: The County shall not be responsible for snow removal, grading or any other maintenance of the streets and roadways of said subdivision, until such time as the County Commissioners of Adams County agree to accept the responsibility for maintaining said streets and roadways. Adams County shall accept said responsibility at such time as the County Commissioners agree that the area has become sufficiently populated and that the streets meet the County "Conditions for Acceptance of New Streets and Public Ways", dated April 23, 1973.

Prior to such time as the County shall accept said responsibility, each individual lot owner shall be responsible for snow removal, grading, and other maintenance of the streets and roadways.

10. EASEMENTS: Grantors, for themselves, their successors and assigns, reserve an easement along all road rights-of-way and a five (5) foot wide easement along the side and rear lines of each and every lot for the purpose of installing, operating and maintaining utility lines and main thereon, together with the right to trim or cut or remove any trees and/or brush, and the right to locate guide wire, braces and anchors wherever necessary for said installations, operation or maintenance, together with the right to install, operate and maintain gas and water mains and appurtenances thereto, sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. In the event an owner of two (2) or more adjoining lots constructs a building which will cross over through a common lot line, said common lot line shall not be subject to the aforementioned easement.

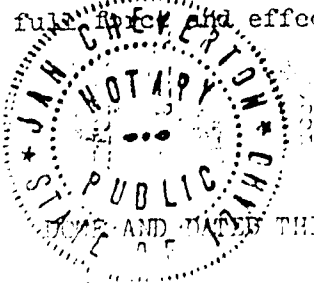
11. FIRE HAZARD: Grantee will not use the premises, or will he permit others to use said premise, in any way that will increase the fire hazard upon the premises, or surrounding premises, or any part's thereof, nor shall grantee maintain or permit to be maintained in or about said premises any article which may increase the said premises any article which may increase the said fire hazard. Grantee, at his sole cost and expense, shall comply with any and all requirements pertaining to said premises of any insurance organization or company, the Grantors, United States Forest Service, or the State of Idaho necessary for fire protection for use of the said lands, including but not limited to outside burning and all outside fires.

12. TERMS: That these Protective Restrictions and Covenants shall run with the land described herein and shall be binding upon the parties hereto and all successors in title or interest to said real property or any part thereof, until December 1, 1995, at which time said Protective Restrictions and Covenants 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 (2/3) of the platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said Protective Restrictions and Covenants, and such termination or amendment shall become effective upon the filing of such instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said Protective Restrictions and Covenants, and such termination or amendment shall become effective upon the filing of such instrument or instruments for record in the Office of the Recorder of Adams County, Idaho. Such instrument or instruments shall contain property references by volume and page numbers to the record of the plat and the record of this deed in which these Protective Restrictions and Covenants are set forth, and all amendments thereof.

13. AMENDMENT: These Protective Restrictions and Covenants may be amended from time to time, with respect to any part or portion thereof, prior to December 1, 1995, provided at least three-fourth (3/4) of the property owners, as of the said amendment's date, execute such amendment duly made and reduced to writing as provided for in Paragraph 12 herein and provided such proposed amendments shall have been first approved in writing by the Board of Directors of the Home Owners Association.

14. VIOLATIONS. That if the parties hereto, or any of them, or their heirs, or assigns, shall violate or attempt to violate any of the covenants or restrictions herein set forth before the termination thereof, it shall be lawful for any person or persons owning any other lots in said development or subdivision to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction, and either to prevent him or them from doing so or to recover damages or other relief for such violation.

That the invalidation of any one of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.



Donald J. Walker

Donald J. Walker

Barbara Walker

Barbara Walker
THIS 24 DAY OF NOVEMBER AT COUNCIL, IDAHO A/D