

PROTECTIVE COVENANTS AND CONDITIONS AFFECTING
LANDMARK NORTH SUBDIVISION

The undersigned, being the owners of the property hereinafter described, hereby adopt the following protective covenants in their entirety to apply to real property to be subdivided and contained in a subdivision to be known as LANDMARK NORTH.

LEGAL: SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 17, T12, R4 and E $\frac{1}{4}$ of NE $\frac{1}{4}$, NE $\frac{1}{4}$ of SE $\frac{1}{4}$ and west-
erly 330' of SE $\frac{1}{4}$ of SE $\frac{1}{4}$, Sec. 20, T12, R4, B.M. in Valley County,
Idaho.

The said LANDMARK NORTH is divided into single family recreational lots in compliance with the local and state regulations and laws.

The following covenants shall run with the Land and be in force and effect for thirty (30) years from the date these covenants are recorded. After which time said covenants shall be automatically extended for successively periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

1. DEFINITIONS:

The term "Grantor" wherever used herein shall refer to Landmark Investment Co. or any person or persons or Corporation to whom the rights of the Grantor as set forth in these Protective Restrictions and Covenants shall be specifically transferred.

The term "Grantee" wherever used herein shall refer to any person, corporation or association who shall hereafter assert to claim any right, title, claim or interest in and to the said real property or any part and parcel thereof whether as successors in title or otherwise, and whether voluntary or by operation of law.

2. LAND USE AND BUILDING SIZE:

No lot shall be used except for recreational and/or residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling, and a private garage. The foregoing provisions shall not exclude construction of a private greenhouse, storage unit, private swimming pool, or for the storage of a boat and/or camping trailer kept for personal use; provided that the location of such structure is in conformity with the applicable county regulations, and is compatible in design and decoration with the residence constructed on such lot, and has been approved by the Architectural Control Committee.

The provisions of this section shall not be deemed to prohibit the right of any homebuilder to construct residences on any lot, to store construction materials and equipment on said lots in the normal course of construction and to use any single family residence as a sales office or model home for the purpose of sales in LANDMARK NORTH. No camper trailer, trailer house or mobile home shall be permitted on a lot for residential purposes, except for a period of one (1) year,

during construction of the residential permanent dwelling, or temporarily for two (2) months per year.

DWELLING SIZE:

The floor area of a residential dwelling, exclusive of open porches and garage shall be not less than 800 square feet on single story residences, or 1,000 square feet on multi-story residences.

EXTERIOR:

Exterior building materials shall be a Natural Wood Siding finished with a subdued earthtone color.

ROOF:

If a metal roof is used, it shall be colored a subdued earth-blending color. No bright color will be permitted.

3. BUILDING SETBACKS:

No building shall be located on any lot nearer than 40 ft. to the road right of way, nearer than 20 ft. to a side lot line. On corner lots, the side yard shall be a minimum of 25 ft. on the side abutting the street. Such building setbacks will comply with county ordinances if such county ordinances are greater.

4. FENCES:

No fence shall exceed six (6) ft. in height from the finished lot grade. In no event shall side yard fences project beyond the front walls of any dwelling or garage. Exceptions may be made upon review and approval of the Architectural Committee on an individual basis. Landmark North property owners whose lots lie adjacent and bordering other properties must help maintain and repair their one-half of property line fences when so needed, or required.

Hedges or other solid screen planting may be used as lot line barriers subject to the same height restrictions as fences; provided, however, that no such fence or hedge shall be permitted along the front of a lot or dwelling structure.

5. OFFENSIVE ACTIVITY:

No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be, or may become an annoyance or a nuisance to the neighborhood.

6. BUSINESS OR COMMERCIAL USES:

No business shall be conducted on the above property that cannot be conducted within the residence of the owner. No signs shall be installed to advertise said business. No oil exploration or development of any nature or kind or mining exploration, development or structure shall be permitted upon the lots in this subdivision.

7. SIGNS:

No sign of any kind shall be displayed to the public view on any lot or improvement, except one professional sign of not more than six (6) square feet advertising the property for sale. This restriction shall not prohibit the temporary placement of political signs on any lot by the owner, or placement of a professional sign by the GRANTOR, which must comply with the local sign ordinances. This restriction does not apply to signs used by the builders during construction and sales.

8. ANIMALS:

No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes. Exceptions to animals or livestock may be made upon review and approval of the Architectural Committee on an individual basis.

9. TRASH OR RUBBISH:

No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall be kept in sanitary containers and out of public view.

A. MAINTENANCE OF PROPERTY:

All property within the Subdivision, and all improvements on any such property shall be kept and maintained by the owner thereon in clean, safe, attractive, and sightly, and in good repair.

10. EXCAVATION:

There shall be no excavation of established slope areas, except for building foundations, driveways and septic systems. No natural landscaping removal of existing trees with a diameter more than four (4) inches shall be permitted. Exceptions may be made upon review and approval of the Architectural Committee on an individual basis.

11. WATER SUPPLY:

Individual water supply systems shall be permitted on any recreational and/or residential lot.

12. SEWAGE DISPOSAL:

An individual sewage disposal system shall be permitted on each residential lot or parcel in said subdivision. The individual system shall be approved and constructed to the standards of State and Local health authorities.

13. ARCHITECTURAL CONTROL COMMITTEE:

Membership, appointment and removal.

The Architectural Control Committee, hereinafter referred to as the Committee, shall consist of as many persons, not less than three, as the GRANTOR may from time to time appoint. GRANTOR may remove any member of the Committee from office at any time, and may appoint new or additional members of the committee. The

powers and duties of such Committee shall cease in one (1) year, or prior at GRANTOR'S sole discretion, after completion of construction of all the single family dwellings, and the sale of said dwellings to the initial owner/occupant on all of the building sites within LANDMARK NORTH SUBDIVISION and properties subsequently annexed thereto.

A. ACTION:

Except as otherwise provided herein, any two (2) members of the Committee shall have power to act on behalf of the Committee without the necessity of meeting, and without the necessity of consulting the remaining members of the Committee. The Committee may render its decision by written instrument setting forth the action taken by the members consenting thereto.

B. APPROVAL OF PLANS BY ARCHITECTURAL CONTROL COMMITTEE:

No building or structure, including swimming pools, animal runs and storage units shall be commenced, erected, placed, or altered on any lot until the construction plans and specifications, and a plan showing the nature, shape, height, materials, colors, together with detailed plans showing the proposed location of the same on the particular building site have been submitted to and approved in writing by the Committee. All plans and specifications for approval by the Committee must be submitted at least twenty (20) days prior to the proposed construction starting date.

C. NON WAIVER:

Consent by the Committee to any matter proposed to it, and within its jurisdiction under these covenants, shall not be deemed to constitute a precedent or waiver impairing its rights to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

D. LIABILITY:

Neither the Committee nor any member thereof shall be liable to any owner, occupant, builder, or GRANTOR for any damage, loss or prejudice suffered or claimed on account of any action or failure to act of the Committee or a member thereof, provided only that the member has, in accordance with the actual knowledge possessed by him, acted in good faith.

14. GENERAL PROVISIONS:

These covenants shall run with the land with respect to all property within LANDMARK NORTH, and shall be binding on all parties and all persons claiming under them until amended or revoked in the manner provided herein.

A. SEVERABILITY:

Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect. In the event the provisions of these covenants are declared void by a court by reason of the period of time hereinstated for which the same shall be effective, then in that event such terms shall be reduced to a period of time which shall not violate the rule against suspension of alienation as set forth in laws of the State of Idaho.

B. STANDING:

Should any person violate or attempt to violate any of the provisions of these covenants, the GRANTOR or any other person or persons owning any real property embraced within the plat, at its or their option, shall have full power and authority to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any of the said covenants, either to prevent the doing of such or to recover damages sustained by reason of such violation.

Should the GRANTOR employ counsel to enforce any of these covenants, conditions or restrictions, by reason of such violation, all costs incurred in such enforcement, including a reasonable fee for counsel, shall be paid by the owner of such lot or lots; and the GRANTOR shall have a lien upon such lot or lots to secure payment of all such accounts.

C. EFFECT OF BREACH:

The breach of any of these covenants, conditions, or restrictions shall not defeat or render invalid the lien of, and mortgage or deed or trust made in good faith for value as to any lot or lots or portions of lots in such premises, but these covenants, conditions, reservations, and restrictions shall be binding upon and effective against any such mortgage or trustee or owner thereof, whose title thereto or whose title is or was acquired by foreclosure, trustee's sale, or otherwise.

D. DELAY:

No delay or omission on the part of the GRANTOR or the owners of other lots in the properties in exercising any rights, power, or remedy herein provided, in the event of any breach of the covenants, conditions, or restrictions herein contained, shall be construed as a waiver thereof or acquittance therein, and no right of action shall accrue or shall any action be brought or maintained by anyone whatsoever against the GRANTOR for or on account of the failure to bring any action on account of any breach of these covenants, conditions, or restrictions, or for imposing restrictions herein which may be unenforceable by the GRANTOR.

E. EXTEND OF REMEDIES:

These covenants, conditions, and restrictions are cumulative, and all remedies provided herein for breach are in addition to any rising remedies provided by local or state laws, and not in lieu thereof.

F. APPROVALS:

Approval by a county governing board, vested with the responsibility of reviewing planning and zoning having jurisdictions over this subdivision, of an application made by the GRANTOR which is in conflict with any covenants, conditions or restrictions of these Covenants shall in no way affect or invalidate these Covenants, but these Covenants shall remain in full force and effect, and subject to enforcement and remedies for violation hereof.

IN WITNESS WHEREOF, the GRANTOR has hereunto set its hand this
9th day of March, 1981.

LANDMARK INVESTMENT CO.

By William A. Warner

By _____

STATE OF IDAHO)
)ss.
County of ADAMS)

On this day personally appeared before me, William A. Warner

to me known to be the individuals described herein, and who executed the foregoing instrument Landmark Investment Co. and acknowledged that they signed the same as their free and voluntary act and deed, for the uses and purposes therein mentioned.

Given under my hand and official seal this 9th
day of MARCH, 1981.

William A. Warner
Notary Public in and for the State of
Idaho, Residing at:

My commission expires: MAY 10, 1981

SUPPLEMENT TO PROTECTIVE COVENANTS AND CONDITIONS AFFECTING LANDMARK NORTH SUBDIVISION.

DECLARATION OF PRIVATE ROAD FOR
LANDMARK NORTH SUBDIVISION

VALLEY COUNTY

IDAHO

THIS DECLARATION, Made on the date hereinafter set forth, by
LANDMARK INVESTMENT COMPANY, hereinafter referred to as "Declarant";

W I T N E S S E T H:

WHEREAS, Declarant is the owner of certain real property located
in Section 17 and 20, Township 12 North, Range 4 East, Boise Meridian, Valley
County, Idaho; and

WHEREAS, the Declarant desires to create a private road for the
benefit of the anticipated owners of real property in the LANDMARK NORTH
SUBDIVISION; and,

NOW, THEREFORE, in accomplishment of its declared purposes, the
parties hereby declare that the following described real property shall be
and remain private property and a roadway until otherwise dedicated by the
Declarant, and as each lot in the LANDMARK NORTH SUBDIVISION is sold, the
individule or individules purchasing such lots in the described Subdivision
shall have the obligation to improve and maintain the roadway granted here-
under by contributing an amount of money and manpower commensurate to the
parcel of land owned by that owner as compared to the total land area of the
Subdivision until such time, if ever, as the common easement granted herein
is formally accepted by Valley County, or another appropriate governmental
entity. Until such formal acceptance, Valley County, or any other entity
shall not have any obligation whatever for improvements or maintenance of the
roads and the total responsibility for improvement and maintenance shall be
incumbent upon the Declarant's and their respective owners of the lots
contained in LANDMARK NORTH SUBDIVISION, Valley County, Idaho.

IN WITNESS WHEREOF, the undersigned, being the Declarant, has here-
unto set his hand and seal this 9th day of March, 1981.

William A. Narver

WILLIAM A. NARVER
LANDMARK INVESTMENT COMPANY

STATE OF IDAHO }
VALLEY COUNTY } ss.

On this 9th day of March, 1981, before me, the undersigned, a
Notary Public in and for said State, personally appeared WILLIAM A. NARVER,
known to me to be the person whose name is subscribed to the foregoing in-
strument, and acknowledged to me that he executed the same. In witness whereof,
I have hereunto set my hand and affixed my official seal.

Neil K. Kibby
Notary Public for Idaho

111572

STATE OF IDAHO }
County of Valley, }

I hereby certify that this instrument
was filed for record at the request of

Don King

at 13 minutes past 21

o'clock PM this 3

day of Apr 1901

In my office and duly recorded in

Dr. 1 of 11

John C. Smith

Ex-Officio Recorder

By J. C. Smith Deputy

Fee \$11.00

COMMENT ☐

INDEXED DIRECT ☐

INDEXED INDIRECT ☐