

95055516
1903001339

RECORDED
J. DAVID HAYWARD
BOISE ID

COUGAR CREEK ESTATES

DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS *Cougar Creek*

DATED: AUGUST 1, 1995

'95 AUG 9 PM 2 30

RECORDED:

FEE 18.00 *Bohred*
RECORDED AT THE REQUEST OF

INSTRUMENT NO:

The undersigned, being the owners of the property hereinafter described, hereby adopt the following protective covenants in their entirety to apply to real property subdivided and contained in an estate to be known as COUGAR CREEK ESTATES, being a portion of Section 6, T3N, R1W, B.M., Ada County, Idaho. Complete legal description attached as Exhibit A; however, the existing home on Lot 15, Block 2, Cougar Creek Subdivision, is excluded from all requirements of these CC&R's, except any exterior improvements are to be approved by the Architectural Committee prior to commencement of work, pursuant to Paragraph (1) below.

COUGAR CREEK ESTATES is divided into single-family residential 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 hereafter unless sooner terminated or amended by agreement of the owners of seventy-five percent (75%) of the lots in the estates and are as follows, to wit:

(1) No building, fence, wall, structure, improvement or obstruction shall be placed or permitted to remain upon any part of said property unless a written request for approval thereof containing the plans and specifications thereof, including exterior color schemes having no offensive colors, has been approved in writing by a majority of the Architectural Committee or by its representative designated by a majority of the Committee. The approval of the Committee shall not be unreasonably withheld if the said plan and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwellings then located on said property.

The floor area of a one-story house in this estate shall be a minimum of 1,350 square feet and the ground floor area of a split entry or a two-story house in this subdivision shall not be less than 900 square feet, having a total of a minimum of 1,750 square feet. No residence shall be in excess of two stories. All homes shall have brick or stucco on the front, covering at least fifteen percent (15%) of the front surface, exclusive of windows and garage doors.

All area requirements shall be exclusive of the garage area and shall be well constructed of good quality material and workmanship. For the purpose of these covenants, eaves, steps, and open porches shall not be constructed to permit any portion of a building to encroach upon any other lot.

All buildings shall be provided with asphalt shingle or wood shingle roof or as approved by the Architectural Committee.

All properties shall be used in a manner as to be inoffensive to any other property owner thereof.

The value of any new residence in the subdivision shall exceed \$100,000.00 in value including the value of the land and improvements thereon, based on June, 1995 values.

Fences shall not exceed the height of 6 feet on any lot and shall not exceed the height of 3 feet within 20 feet of any street without express approval of the Architectural Committee, and shall be properly finished and maintained.

The location of fences, hedges, high plantings, obstructions or barriers shall be so situated as not to unreasonably interfere with the enjoyment and use of neighboring properties and streets and shall not be allowed to constitute an undesirable or noxious or nuisance use. The determination of the Architectural Committee shall be binding on all parties as to whether an undesirable, noxious or nuisance use exists.

At least seven (7) days prior to any construction being commenced, a set of plans and specifications shall be submitted to the Committee. The plans shall be marked with any pertinent comments, dated and receipt acknowledged by the Chairman of the Committee.

(2) No building shall be located on any easement or lot nearer to the front lot line or nearer to the side and rear lot lines than the minimum building setback distances as set forth in the Ada County Zoning Ordinance, however, in any event no building shall be located on any lot nearer than twenty-five (25) feet from the front lot line (on Lots 13, 14 and 16 of Block 2, and Lot 2 of Block 1 said front setback shall be twenty (20) feet) and fifteen (15) feet from the rear line nor nearer than five (5) feet per story to any side lot line.

(3) Construction of any residences in the subdivision shall be diligently pursued after commencement thereof, to be completed within one (1) year, including landscaping.

(4) Each house shall have at least one ornamental tree of at least 2-inch caliper in the front yard. The front lawn is to be installed within thirty (30) days of occupancy.

(5) No shack, tent, or trailer house shall be used within this subdivision for permanent or temporary living quarters.

(6) Nothing of an offensive, dangerous, odorous, or noisy kind shall be conducted or carried on nor shall anything be done or permitted in said subdivision which may become an annoyance or nuisance to the other property owners in said subdivision. All home owners shall sod the front and side yard and maintain to a maximum of four (4) inches high.

(7) Keeping or raising of farm animals or poultry shall be prohibited. All dogs or cats or household pets kept on the premises shall be properly fed and cared for and shall be adequately fenced so as not to annoy or trespass upon the use of the property of others. Dogs shall not be allowed to run at large. Not more than two (2) dogs, cats or other pets may be kept at one time, except that a litter of young may be kept until nine (9) weeks old.

(8) No business shall be conducted on the above property that cannot be conducted within the building on the property. No signs shall be installed to advertise said business. No oil exploitation or development shall be permitted upon the lots in this subdivision.

(9) Only one outbuilding per lot will be allowed. All outbuildings shall be constructed of good quality building material, completely finished and painted on the outside

and shall be of good quality and character that will be in harmony with the other building on said property and must be approved by the Architectural Committee prior to construction.

(10) Easements for installation and maintenance of utilities and drainage facilities are reserved for the areas as shown on the plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of the utilities, or which may change the direction of flow of water through drainage channels in the easement. Easement areas and all improvements on them shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility is responsible.

(11) All bathroom, sink and toilet facilities shall be located inside the dwelling house or other suitable appurtenant building, and shall be connected by underground pipe to the public sewer service.

(12) No sign of any kind shall be displayed in public view on any building or building site on said property of not more than six (6) square feet advertising the property for sale or rent, or signs used by the developer to advertise the property during the construction and sales period. If a property is sold or rented, any sign relating thereto shall be removed immediately, except that the Declarant or its agent may post a "Sold" sign for a reasonable period following a sale.

(13) No lot or building site included within this subdivision shall be used or maintained as a dumping ground for waste material. Incinerators are not permitted. Receptacles for storage of trash, garbage, etc. shall be maintained in a sanitary and clean condition.

Parking of boats, trailers, motorcycles, trucks, truck campers and like equipment, or junk cars or other unsightly vehicles, shall not be allowed on any part of said property nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, or other approved enclosure, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any part of the property shall be prohibited except within garages, carports, or other approved areas. The Architectural Committee shall be the sole and exclusive judge of approved parking areas. Their decision shall be final and binding.

No machinery, building equipment or material shall be stored upon site until the Grantee is ready and able to commence the construction with respect to such building upon which such building material shall be placed within the property line of such building site upon which the structure is to be erected.

(14) Installation of radio and/or television antenna is prohibited outside any building without written permission from the Architectural Committee.

(15) These covenants shall run with the land and shall be binding on all persons owning under them for a period of thirty (30) years from the date of the recording hereof, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after the initial recording of this instrument, an instrument signed by the owners of seventy-five percent (75%) of the land of the subdivision has been recorded agreeing to change or terminate said covenants in whole or in part.

(16) Enforcement against any person or persons violating or attempting to violate any covenant herein, after ten (10) days notice thereof served in writing on the offending party, shall be served by the Homeowners' Association for said subdivision either at law or equity. In the event of a judgment against any person for such violation, the Court may award injunction against the offending party.

Any owner, or the owner of any recorded mortgage upon any part of said property, shall have the right to enforce, by any proceeding at law or in equity, any or all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver of the right to do so thereafter.

(17) A committee with a minimum of two persons shall act as an architectural design committee and shall, prior to any new construction in the subdivision, be furnished with detailed plans of any proposed building to be located in said subdivision and shall be allowed ten (10) days to review said plans, drawings, and specifications. If said Committee shall approve of the proposed building, or any modification or alterations thereof, they shall so indicate and their approval shall be construed as full compliance with the provisions of Paragraph (1) of the original covenants, said Committee shall have sole discretion to determine what shall be substantial compliance with said covenants. No buildings shall occupy any portion of said subdivision without the approval of said Committee.

The initial Committee shall consist of the following:

1. Ray Patel
2. Rick Thurber
3. Kay Patel

A majority of said Committee is empowered to act for the Committee. In the event any member of the Committee is unable to act or fails or desires not to act, the remaining Committee members shall appoint an owner of a lot in said subdivision to serve on said committee, all of who will serve without compensation.

(18) Invalidation of any one of these covenants shall in no way affect any of the other provisions which shall remain in full force and effect.

(19) A Homeowners' Association shall be duly formed by the developers. This Association, in the form of a non-profit corporation, will be for the purpose of owning, maintaining and operating an irrigation distribution system for the subdivision and maintaining common areas as delineated on the plat. Membership in this Homeowners' Association shall be mandatory and continuous by all current and future property owners of the subdivision, which Association be dedicated to the welfare of all property owners in the COUGAR CREEK ESTATES.

IN WITNESS WHEREOF, we, the undersigned owners of the property in the COUGAR CREEK ESTATES subdivision have hereunto set our hands on the dates indicated.

[Signature]
Ray Patel
8/8/95
Date

[Signature]
Robert L. Denney
8/1/95
Date

[Signature]
Kay Patel
8/8/95
Date

[Signature]
Julia S. Denney
8/1/95
Date

[Signature]
Rick Thurber
8/8/95
Date

STATE OF IDAHO)
) ss.
County of Ada)

On this 8 day of August, 1995, before me the undersigned, a Notary Public in and for said State of Idaho, personally appeared RAY PATEL, KAY PATEL, and RICK THURBER, and acknowledged to me that they executed the within instrument for and in behalf of said Corporation.

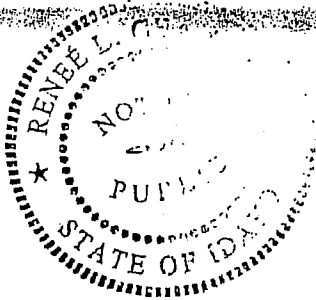
In witness whereof, I have hereunto set my hand and seal the day and year in this certificate first above written.

[Signature]
NOTARY PUBLIC OF IDAHO
Residing at Boise, Idaho
My Commission Expires: 9/9/2000

STATE OF IDAHO)
) ss.
County of Ada)

On this 15th day of August, 1995, before me the undersigned, a Notary Public in and for said State of Idaho, personally appeared JULIA S. DENNEY and ROBERT L. DENNEY, and acknowledged to me that they executed the within instrument.

In witness whereof, I have hereunto set my hand and seal the day and year in this certificate first above written.



Renee L. Champion
NOTARY PUBLIC OF IDAHO
Residing at Boise, Idaho
My Commission Expires: 12/11/99