

Instrument # 487292

RIGBY, JEFFERSON, IDAHO

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COLLEEN C POOLE

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Index To: DECLARATION OF COVENANTS

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DECLARATION OF PROTECTIVE AND RESTRICTIVE COVENANTS FOR

EZ ACRES

Division No. 1 - First Amended Plat
Jefferson County, Idaho

KNOW ALL MEN BY THESE PRESENTS:

That Neil E. Brown and Verlie Brown, (hereinafter referred to as the Owner) being the owner of real property (hereinafter referred to as the Property) situated in Jefferson County, State of Idaho, and legally described in Exhibit "A" attached hereto and incorporated herein by reference, does hereby declare that in order to protect its interest and that of subsequent lot owners and homeowners on said Property, and in order to insure the uniform and desirable use, occupancy, and improvements on said Property, does hereby impress the Property with the following covenants and restrictions:

ARTICLE I

1.1

Purpose:

The Owner is the developer of the Property and desires to sell the Property in lots for residential and limited purposes only and desires to impose upon the Property mutually beneficial restrictions upon improvements thereto and use thereof.

It is the purpose and intent of these covenants to protect and enhance the value, desirability and attractiveness of the Property and to prevent the construction of improper or unsuitable improvements.

The restrictions and covenants are imposed in order to:

(1) insure the right of property owners to enjoy their property in attractive surroundings free of nuisances, undue noise, and danger, and (2) insure the uniform and desirable use, occupancy, and improvements on the Property, and (3) protect the living environment and preserve the values in the Property.

1.2

Declaration:

The Owner hereby publishes and declares that all of the Property is held and shall be held, conveyed sold, leased, and encumbered subject to the covenants, restrictions, limitations and obligations contained in this document for the improvement of the property, and each part thereto, and the division of the Property into lots, and these covenants, restrictions, limitations and obligations shall run with the land and shall apply to and bind the Owner and any person acquiring or owning an interest in the Property and improvements thereon, and the grantees, successors, assigns, heirs,

devises, and personal representatives of said Owner and persons.

ARTICLE II

2.1 Land

Description:

The Property covered by the *Declaration of Protective and Restrictive Covenants* for EZ Acres is located in Jefferson County, State of Idaho, and is described in Exhibit "A", attached hereto and incorporated herein by reference.

2.2 Filing of Plat:

The Owner contemplates recording a plat of the property, dividing it into lots and specifying access roads and easements. Uses authorized on the plat are specifically authorized under this document, and the plat and this document shall be construed together.

2.3 Name of

Property:

The Property shall be known by the name of EZ Acres.

ARTICLE III

GENERAL USE RESTRICTIONS

3.1 Lot Size:

The Property shall be subdivided into lots of approximately one to five acres in size. If a lot is subdivided it must go by county restrictions to a minimum of 1 acre.

3.2 Building Location, Standards and Quality:

No dwelling residence shall be located on any lot nearer than fifty (50) feet to the front lot line, or nearer than fifteen (15) feet to any side lot line. Unless a deviation from such restriction shall have been approved, in writing, by the committee or seventy-five percent (75%) of the recorded property owners. The construction of all residences, when commenced, shall be completed with reasonable promptness not to exceed one (1) year. All dwellings shall be of good quality workmanship and materials. All residences must have at least 20% hard material in front only. Also all residences shall be in compliance with applicable building codes and have appropriate and lawful sanitation facilities.

3.3 Residence Size;

Garage:

For a single story residence, exclusive of open porches and garages, the ground floor shall be not less than 1600 square feet. For a two story residence, the area of the ground floor shall be not less than 1500 square feet, exclusive of open porches and garages. No residence shall be constructed or placed on any lot without at least a three car garage. Unless a deviation from such restriction shall have been approved, in writing, by the committee or seventy-five percent (75%) of the recorded property owners.

3.4 Property Use:

None of the Property nor any fraction thereof shall be improved, used or occupied for any purpose other than for private residential purposes, except as herein provided, and such restrictions to private residential purposes shall include, but not be limited to, the following specific covenants and restrictions:

No more than one residential dwelling shall be constructed upon each lot. All lots within the property shall be owned and used exclusively for single family residential purposes with exception of one allowed accessory dwelling unit (ADU) and/or in-law apartment per lot per county restrictions.

No manufactured homes allowed.

3.5 Outbuilding

Standards:

All out buildings and similar structures shall, when commenced, be completed within a reasonable time not to exceed one (1) year, and shall not be left in an unfinished or unsightly condition. No outbuilding over 12 feet tall or similar structure may be built closer than ten (10) feet to any property boundary adjacent to another property in the HOA.

3.6

Landscaping:

Clearing of existing plant growth (especially the cottonwood trees) should be kept at a minimum in order to maintain the current wildlife habitat that is unique to this area. Whenever possible, homeowners should protect and work around cottonwood trees through thoughtful placement of homes and outbuildings around and in-between the trees. Diverse kinds of landscaping shall be permitted with the major restriction that the property shall not be permitted to be overgrown with noxious weeds nor continuously left in an uncared for condition. Any plantings on a lot must be reasonably maintained by the lot owner. Leafy spurge, bull thistle and all other noxious weeds must be controlled by each lot owner, and no unkept yards shall be allowed.

ARTICLE IV

SPECIFIC USE RESTRICTIONS

4.1 Temporary Residences And Recreational Vehicles:

No structures of temporary character, such as a recreational vehicle, camper unit, or trailer may be used on the Property for a period in excess of ninety (90) days in a calendar year. No basement, tent, shack, or other outbuilding or structure erected or placed on the property shall, at any time, be used as a residence, either temporarily or permanently; except, temporary, recreational camping by family members and guests, on a non-commercial and non-offensive basis, is allowed for a time period not to exceed 90 days. Owners actually residing in a residential dwelling on a lot may park or leave upon their lot their personal travel trailer or other recreational vehicle. Guests and visitors may temporarily, for a time period not to exceed 90 days, park recreational vehicles on an owner's lot, but no commercial rental of space for such vehicles may be undertaken.

4.2 Agricultural Usage:

Per county restrictions for assigned zones. Owners must reasonably limit nuisance from sound/smell from animals.

4.3 Household pets must be maintained on owners property.

4.4 Garbage And Refuse

Disposal:

Rubbish, garbage or other waste shall be kept and promptly disposed of in a sanitary manner, and all containers shall be kept in a clean and sanitary condition. No rubbish, garbage or other waste shall be dumped on any vacant lot or upon any canal right-of-way or any other easement or right-of-way. All garbage and refuse must be kept in receptacles of an approved design and placed in uniform locations out of sight of the general public. Said garbage and refuse must be disposed of at least weekly. Property owners will be responsible for and maintain the said receptacles. No weeds, garbage or refuse piles, trash, vehicles, discarded articles, or other unsightly objects shall be placed or suffered to remain on any part of any lot, including vacant lots. When the construction of any building is once begun, waste or debris associated with said construction must be kept reasonably and timely piled and removed.

4.5 Wells and Septic Tanks:

All lots shall have individual septic tanks and wells and shall be installed by a

contractor explicitly approved by the appropriate agency and or political subdivision of the State of Idaho.

4.6 Signs:

No large obnoxious signs, or foul language signs.

4.7 Commercial or Noncommercial Uses

Prohibited:

No heavy machinery businesses.

4.8 Motor Vehicles:

No inoperable or unlicensed vehicles will be allowed to be visably parked on a lot for more than 60 days.

ARTICLE V

DURATION, AMENDMENT, INTERPRETATION

5.1 Initial Term:

These covenants and restrictions shall remain in force and be binding upon the Property and run with the land and all owners and subsequent owners that acquire any interest in any of the Property, or any lot, portion or parcel thereof shall be subject to these covenants and restrictions for a period of twenty (20) years from the date this document is recorded in Jefferson County, Idaho, and at the expiration of said twenty (20) year time period these covenants shall be automatically extended for successive periods of ten (10) years each.

5.2

Amendment:

The recorded owners of Eighty percent (75%) of the lots may change, modify, amend or vary these covenants and this document, in whole or in part, during any term or extended term thereof, by a written instrument signed by said owners and properly recorded in Jefferson County, Idaho. Said change, modification or amendment will be effective upon said recordation.

5.3 Liberal Construction:

The provisions of this declaration shall be liberally construed to effectuate its purpose of creating a mutually beneficial plan for the development and maintenance of a superior, attractive and harmonious residential area.

5.4 Saving

Clause:

The provisions of this declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. The failure of any party, owner, or entity to enforce any covenant or restriction shall not constitute a waiver or abrogation of said covenant or restriction.

ARTICLE VI

HOMEOWNERS ASSOCIATION

6.1 Creation:

As soon as the Lot Owner's deem, in its sole discretion, that a sufficient number of lots have been sold, the Owner shall create a homeowner's association (herein referred to as the Association) for the purpose of maintaining the standards and enforcing the covenants and restrictions contained in this document and for such additional purposes as its membership shall, from time to time, deem necessary or proper. The said Association shall be known by the name of EZ Acres Property Owners Association.

6.2 Procedure For Creation:

When the Owner desires to create the Association, it shall give all of the recorded lot owners of the property written notice of that fact, and said notice will be mailed to the last known address of said owners per the tax records of Jefferson County. Said notice shall contain the proposed By-Laws that will be approved and adopted, along with any changes approved by said owner, by a majority vote of the owners in attendance at said meeting. The initial officers of the Association shall be elected at the first meeting.

6.3 Membership:

All owners of lots within the Property shall, by acceptance of their deeds, become members of the Association once it is created by the Owner. Said membership shall subject all owners to the rules and regulations of the Association. Each recorded lot owner shall have one (1) vote per lot owned, and the Owner shall have one (1) vote per lot owned by the Owner. Each lot owner shall be deemed to covenant and agree to pay to the association any annual or special assessment. The said annual or special assessment, together with interest thereon and cost of collection, shall be a continuing lien on the property affected and shall also be a personal obligation of the owner of the lot on which the assessment is due.

6.4 Owner's Responsibility Assumed By Association:

Subsequent to the adoption of the said By-Laws and election of said officers, the Owner shall have no further responsibility or liability for the maintenance of the Property's common areas or the payment of taxes or insurance thereon. Common areas, as used in this document, shall mean all property within the Property which is owned for the common use and enjoyment of the lot owners, such as the roads and entrance to the subdivision. Such responsibility and liability shall then belong solely to the Association.

6.5 Powers of Association:

The Association shall have, in addition to those powers and authority contained elsewhere in this document and as contained in the said By-Laws (said By-Laws may more specifically define the power enumerated herein), and not by way of limitation or restriction, the following powers and authority: A. To enforce and provide for the enforcement of the covenants contained herein. B. To reasonably maintain all common areas within the Property, to pay taxes thereon, and to maintain and pay for insurance thereon. C. To provide for the common protection and security of the property. D. To assess and collect from all recorded owners of the Property such monetary sums as may be reasonably necessary or proper to maintain the entrance, roads, and any other common areas of the Property, and for the payment of taxes and insurance thereon.

ARTICLE VII

7.1

Enforcement:

Enforcement of these covenants and restrictions shall be by proceeding at law or equity against any person or persons, owner or owners, violating or attempting to violate a covenant or restriction herein, and such proceedings may be either to recover damages or to restrain or both. Such proceedings may be brought by the Owner, any lot owner or the Association.

IN WITNESS WHEREOF, the Owners have executed this document Friday, October, 13, 2024.

Neil E. Brown
Neil E. Brown

Verlie Brown
Verlie Brown

STATE OF Idaho)
COUNTY OF Jefferson)

)ss.



On this 12 day of Sept., in the year of 2024, before me Teresa Anderson, personally appeared Neil E. Brown and Verlie Brown, known or identified to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that _____ executed the same.

Teresa Anderson
Notary Public of Idaho
Residing at: Rigby
Commission Expires: 7-1-29

Exhibit "A"

All of EZ Acres Division No. 1 – First Amended Plat, Jefferson County, Idaho.