



# ALLIANCE

TITLE & ESCROW

*Yes, it matters where you close.*

## **Plat Maps and/or CC&Rs**

A complete list of our locations and contact information can be found at:

**[www.alliancetitle.com](http://www.alliancetitle.com)**



Microfilm No. 46939  
 Day 19  
 At 11 O'Clock A  
 CLARK COUNTY, IDAHO  
 Fee \$ 10.00  
 Recorded at Request of Joann S. Thompson Deputy

**PROTECTIVE COVENANTS**  
**BEAVER CREEK MEADOWS, DIVISION No. 1,**  
**CLARK COUNTY, IDAHO**

KNOW ALL MEN BY THESE PRESENTS:

I

That the Bank of Commerce Trust FBO Richard I. Clayton, Jr., Kaye J. Ivie, Trustee and the H.K.H. & Co. P.L.L.C. Money Purchase Plan FBO Stephen E. Martin, John G. Simmons, Trustee being the owners of all of a certain parcel of real property situated in Clark County, Idaho, and described as follows, to-wit:

Beginning at a point that is N.00°06'40"W. along the Section line 1317.34 feet from the Southeast corner of Section 23, Township 12 North, Range 36 East of the Boise Meridian, being the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 23; running thence S.89°53'20"W. along the South line of said Northeast 1/4 of the Southeast 1/4 a distance of 1225.10 feet to the Easterly Right-of-Way line of a railroad; thence N.14°32'11"W. along said Right-of-Way 729.51 feet to a point of curve having a radius of 2709.35 feet and a chord of 554.51 feet; thence to the left along said curve 555.48 feet through a central angle of 11°44'49"; thence N.26°17'00"W. along said Right-of-Way 1284.61 feet; thence N.64°44'01"E. 120.77 feet to the Centerline of the Spencer-Kilgore Road; thence S.56°54'45"E. 54.92 feet to a point of curve having a radius of 294.89 feet and a chord of 161.86 feet; thence to the right along said curve 163.96 feet through a central angle of 31°51'25"; thence S.25°03'20"E. 186.46 feet to a point of curve having a radius of 533.07 feet and a chord of 240.96 feet, thence to the left along said curve 243.06 feet through a central angle of 26°06'52"; thence S.51°10'12"E. 245.62 feet to a point of curve having a radius of 539.88 feet and a chord of 252.78 feet; thence to the left along said curve 255.14 feet through a central angle of 27°04'40"; thence S.78°14'51"E. along said centerline 135.03 feet to a point of curve having a radius of 309.55 feet and a chord of 231.81 feet; thence to the right along said centerline 237.60 feet through a central angle of 43°58'45"; thence S.34°16'06"E. along said centerline 262.06 feet to a point of curve having a radius of 3214.15 feet and a chord of 1460.76 feet; thence to the left along said centerline crossing into Section 24 a distance of 1473.63 feet through a central angle of 26°16'09"; thence S.60°32'15"E. along said centerline 590.67 feet to the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence S.89°50'55"W. 800.66 feet to the POINT OF BEGINNING.  
 CONTAINING 48.66 acres.

To be known as Beaver Creek Meadows, Division No. 1, Clark County, Idaho, Consisting of five lots.

II

WHEREAS, the undersigned intends to divide said property into building sites, hereinafter referred to and mentioned as "lots" and desire, as part of a general building plan for the benefit and protection of the owners of the respective properties within said area, to provide for certain use restrictions which shall govern and control the use and enjoyment of the lots within said described property.

III

NOW, THEREFORE, the undersigned does hereby certify and declare that all or any portion of the above described lots shall, upon conveyance thereof by the undersigned, be owned, held and enjoined by the respective grantees thereof, their heirs and assigns, subject to the following restrictions.

1. LAND USE AND BUILDING TYPE. No lot shall be used except for residential purposes. No building shall be erected upon any of the lots in said addition other than one single family dwelling, one guest dwelling, and one barn or other similar building for livestock purposes or a private garage, no building to exceed two stories in height.

2. ARCHITECTURAL CONTROL. No building, including outbuildings, 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 established as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, drainage flow, finish grade, and finish floor elevations.

3. DWELLING SIZE. The ground floor area of the main structure, exclusive of garage, shall be not less than 900 square feet, nor less than 750 square feet, exclusive of garage, for a dwelling of more than one story.

4. FENCES. Lot perimeter fencing shall be constructed of suitable materials compatible with a residential summer home development area. Property owners shall be responsible for maintenance of such fences and shall be responsible for any trespass of any animals owned by such property owner.

5. LOT SIZE. No lot is to be subdivided.

6. EASEMENTS. Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved by the grantors as shown on the recorded plat.

7. LOT ACCESS. Access onto the County road is limited to three easements as shown on the subdivision plat. The two joint access easements shall be 50 feet wide at right angles to the County road right-of way and extend 40 feet into the lots at a 3% maximum slope. The access for lot 1 shall be 25 feet wide, and the location may vary from that shown, upon approval of the Architectural Control Committee.

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

9. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time without the written consent of the architectural control committee.

10. SIGNS. No permanent sign of any kind shall be displayed to the public view on any lot, except one sign showing the owner's name, and conventional house number sign.

11. GARBAGE AND REFUSE DISPOSAL. No rubbish, trash, garbage or other wastes shall be dumped on any lot, but must be kept in clean, sanitary containers.

12. LIVESTOCK AND POULTRY. No more than two (2) cows or two (2) horses, or a combination of one (1) cow and one (1) horse, nor more than two (2) sheep per acre of ground is permitted. No swine or fowl shall be kept on any lot, tract or parcel of such property. Dogs and cats shall be confined to the owners' property and may be kept provided they are not bred or maintained for any commercial purpose.

13. FIRE PROTECTION. There is no fire protection facility in the immediate area. Lot owners are responsible for their own protection.

14. ROAD MAINTENANCE, (PLOWING). The County does not maintain the road during the winter months. Any personal or contracted snow plowing must be by rubber tire type plows. NO track type dozers allowed on County road.

15. ARCHITECTURAL CONTROL COMMITTEE. The initial architectural control committee is composed of the Bank of Commerce Trust FBO Richard I. Clayton Jr. and the H.K.H. & C.-P.L.L.C. Money Purchase Plan FBO Stephen E. Martin. Upon the sale of the first lot in the subdivision, two of the property owners will be appointed to the Architectural Committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw or restore to the committee any of its powers and duties.

16. PROCEDURE. The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, 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 construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. COVENANT PERIOD. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, by such person or persons claiming such violation, either to restrain violation or to recover damages; and the architectural control committee has the right but no responsibility, for any such enforcement as such covenants are running with the land and shall be enforced as set out herein.

19. SEVERABILITY. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

IV

We the undersigned, being purchasers of lots in the aforementioned subdivision, do hereby ratify and approve the above restrictive covenants and consent to be bound hereby.

DATED this 20th day of Sept, 1996.

BANK OF COMMERCE TRUST, FBO  
RICHARD I. CLAYTON, JR.

By: [Signature]  
Kaye J. Ives, Trustee

H.K.H. & C. - P.L.L.C. MONEY PURCHASE  
PLAN, FBO STEPHEN E. MARTIN

By: [Signature]  
John G. Simmons, Trustee

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 6th day of July, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared Kaye J. Ivie, known or identified to me to be the person whose name is subscribed to the within instrument, as Trustee of the Bank of Commerce Trust FBO Richard I. Clayton, Jr. and acknowledged to me that she 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.

Sharon Brewster  
Notary Public for the State of Idaho  
Residing at: Idaho Falls  
My Commission Expires: 10-14-99

(SEAL)

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 6th day of ~~July~~ September, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared John G. Simmons, known or identified to me to be the person whose name is subscribed to the within instrument, as Trustee of the H.K.H. & C. - P.L.L.C. Money Purchase Plan FBO Stephen E. Martin 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.

Carol W. Stuck  
Notary Public for the State of Idaho  
Residing at: Idaho Falls  
My Commission Expires: 4-27-2000

(SEAL)



Microfilm No. 47083  
 Day Monday 19 71  
 At 7:37 O'Clock P  
JOHN S. THORNTON  
 Clerk Co. Recorder  
 Fee \$ 15.00  
Margaret A. Baker Deputy  
 Recorded at Request of  
Notes

Microfilm No. 46939  
 Day Monday 19 71  
 At 9:37 O'Clock P  
JOHN S. THORNTON  
 Clerk Co. Recorder  
 Fee \$ 15.00  
Margaret A. Baker Deputy  
 Recorded at Request of  
Notes

**PROTECTIVE COVENANTS**  
**BEAVER CREEK MEADOWS, DIVISION NO. 1,**  
**CLARK COUNTY, IDAHO**

**NOW ALL MEN BY THESE PRESENTS:**

**I**

That the Bank of Commerce Trust FBO Richard I. Clayton, Jr., Kaye J. Ivie, Trustee and the H.K.H. & C.- P.L.L.C. Money Purchase Plan FBO Stephen E. Martin, John G. Simmons, Trustee being the owners of all of a certain parcel of real property situated in Clark County, Idaho, and described as follows, to-wit:

Beginning at a point that is N.00°06'40"W. along the Section line 1317.34 feet from the Southeast corner of Section 23, Township 12 North, Range 35 East of the Boise Meridian, being the Southeast corner of the Northeast 1/4 of the Southeast 1/4 of said Section 23; running thence S.89°53'20"W. along the South line of said Northeast 1/4 of the Southeast 1/4 a distance of 1225.10 feet to the Easterly Right-of-Way line of a railroad; thence N.14°32'11"W. along said Right-of-Way 729.51 feet to a point of curve having a radius of 2709.35 feet and a chord of 554.51 feet; thence to the left along said curve 535.48 feet through a central angle of 11°44'49"; thence N.26°17'00"W. along said Right-of-Way 1284.81 feet; thence N.64°44'01"E. 120.77 feet to the Centerline of the Spencer-Kilgore Road; thence S.56°54'45"E. 54.92 feet to a point of curve having a radius of 294.89 feet and a chord of 161.86 feet; thence to the right along said curve 163.96 feet through a central angle of 31°51'25"; thence S.25°03'20"E. 186.48 feet to a point of curve having a radius of 533.28 feet and a chord of 240.96 feet; thence to the left along said curve 243.06 feet through a central angle of 26°06'52"; thence S.51°10'12"E. 245.62 feet to a point of curve having a radius of 539.88 feet and a chord of 252.78 feet; thence to the left along said curve 255.14 feet through a central angle of 27°04'40"; thence S.78°14'51"E. along said centerline 135.03 feet to a point of curve having a radius of 309.55 feet and a chord of 231.81 feet; thence to the right along said centerline 237.60 feet through a central angle of 43°58'45"; thence S.34°16'06"E. along said centerline 262.06 feet to a point of curve having a radius of 3214.15 feet and a chord of 1460.76 feet; thence to the left along said centerline crossing into Section 24 a distance of 1473.63 feet through a central angle of 26°16'09"; thence S.60°32'15"E. along said centerline 590.67 feet to the South line of the Northwest 1/4 of the Southwest 1/4 of said Section 24; thence S.89°50'55"W. 800.86 feet to the POINT OF BEGINNING.

CONTAINING: 48.86 acres.

To be known as Beaver Creek Meadows, Division No. 1, Clark County, Idaho, Consisting of five lots.

**II**

WHEREAS, the undersigned intends to divide said property into building sites, hereinafter referred to and mentioned as "lots" and desire, as part of a general building plan for the benefit and protection of the owners of the respective properties within said area, to provide for certain use restrictions which shall govern and control the use and enjoyment of the lots within said described property.

**III**

NOW, THEREFORE, the undersigned does hereby certify and declare that all or any portion of the above described lots shall, upon conveyance thereof by the undersigned, be owned, held and enjoined by the respective grantees thereof, their heirs and assigns, subject to the following restrictions.

1. **LAND USE AND BUILDING TYPE.** No lot shall be used except for residential purposes. No building shall be erected upon any of the lots in said addition other than one single family dwelling, one guest dwelling, and one barn or other similar building for livestock purposes or a private garage, no building to exceed two stories in height.

2. **ARCHITECTURAL CONTROL.** No building, including outbuildings, 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 established as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography, drainage flow, finish grade, and finish floor elevations.

3. **DWELLING SIZE.** The ground floor area of the main structure, exclusive of garage, shall be not less than 900 square feet, nor less than 750 square feet, exclusive of garage, for a dwelling of more than one story.

4. **FENCES.** Lot perimeter fencing shall be constructed of suitable materials compatible with a residential summer home development area. Property owners shall be responsible for maintenance of such fences and shall be responsible for any trespass of any animals owned by such property owner.

5. **LOT SIZE.** No lot is to be subdivided.

6. **EASEMENTS.** Easements for installation and maintenance of utilities, irrigation and drainage facilities are reserved by the grantors as shown on the recorded plat.

7. **LOT ACCESS.** Access onto the County road is limited to three easements as shown on the subdivision plat. The two joint access easements shall be 50 feet wide at right angles to the County road right-of-way and extend 40 feet into the lots at a 3% maximum slope. The access for Lot 1 shall be 25 feet wide, and the location may vary from that shown, upon approval of the Architectural Control Committee.

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

9. **TEMPORARY STRUCTURES.** No structure of a temporary character, utility trailer, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time without the written consent of the architectural control committee. Motor Homes or Camp Trailers will be permitted for a duration not to exceed forty-eight (48) days per year.

10. **SIGNS.** No permanent sign of any kind shall be displayed to the public view on any lot, except one sign showing the owner's name, and conventional house number sign.

11. **GARBAGE AND REFUSE DISPOSAL.** No rubbish, trash, garbage or other wastes shall be dumped on any lot, but must be kept in clean, sanitary containers.

12. **LIVESTOCK AND POULTRY.** No more than two (2) cows or two (2) horses, or a combination of one (1) cow and one (1) horse, nor more than two (2) sheep per acre of ground is permitted. No swine or owl shall be kept on any lot, tract or parcel of such property. Dogs and cats shall be confined to the owners' property and may be kept provided they are not bred or maintained for any commercial purpose.

13. **FIRE PROTECTION.** There is no fire protection facility in the immediate area. Lot owners are responsible for their own protection.

14. **ROAD MAINTENANCE, (PLOWING).** The County does not maintain the road during the winter months. Any personal or contracted snow plowing must be by rubber tire type plows. NO track type dozers allowed on County road.

15. **ARCHITECTURAL CONTROL COMMITTEE.** The initial architectural control committee is composed of the Bank of Commerce Trust FBO Richard I. Clayton Jr. and the H.K.H. & C.-P.L.L.C. Money Purchase Plan FBO Stephen E. Martin. Upon the sale of the final lot in the subdivision, two of the property owners will be appointed to the Architectural Committee. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining member(s) shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. At any time the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw or restore to the committee any of its powers and duties.

16. **PROCEDURE.** The committee's approval or disapproval as required in these covenants shall be in writing. In the event the committee, or its designated representative, 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 construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

17. COVENANT PERIOD. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty (20) years from the date these covenants are recorded, after which time said covenants shall automatically be extended for successive periods of ten years unless an instrument signed by majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

18. ENFORCEMENT. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, by such person or persons claiming such violation, either to restrain violation or to recover damages; and the architectural control committee has the right but no responsibility for any such enforcement as such covenants are running with the land and shall be enforced as set out herein.

19. SEVERABILITY. The provisions hereof shall be deemed independent and severable and the invalidity or partial invalidity or enforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof.

IV

We the undersigned, being purchasers of lots in the aforementioned subdivision, do hereby ratify and approve the above restrictive covenants and consent to be bound hereby.

DATED this 3rd day of <sup>Sept.</sup> ~~July~~, 1996.

BANK OF COMMERCE TRUST, FBO  
RICHARD I. CLAYTON, JR.

By: Kaye J. Ivey  
Kaye J. Ivey, Trustee

H.K.W. & C. - P.L.L.C. MONEY PURCHASE  
PLAN, FBO STEPHEN E. MARTIN

By: John G. Simmons  
John G. Simmons, Trustee

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 16th day of July, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared Kaye J. Ivie, known or identified to me to be the person whose name is subscribed to the within instrument, as Trustee of the Bank of Commerce Trust FBO Richard I. Clayton, Jr. and acknowledged to me that she 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.

Sharon Browning  
Notary Public for the State of Idaho  
Residing at: Idaho Falls  
My Commission Expires: 10-14-99

(SEAL)

STATE OF IDAHO )  
 ) ss.  
County of Bonneville )

On this 6th day of September, 1996, before me, the undersigned, a Notary Public in and for said state, personally appeared John G. Simmons, known or identified to me to be the person whose name is subscribed to the within instrument, as Trustee of the H.K.H. & C. - P.L.L.C. Money Purchase Plan FBO Stephen E. Martin 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.

Carol B. Hark  
Notary Public for the State of Idaho  
Residing at: Idaho Falls  
My Commission Expires: 4-27-2000

(SEAL)

