

Microfilm No. 4484
26 Day Sept 1997
At 9:45 O'clock A M
MICKIE FUNKE
FREMONT CO RECORDER
Fee \$ 12 Deputy
Recorded At Request of
Jal Hancock

PROTECTIVE COVENANTS FOR

ASHTON HILL ESTATES

FREMONT COUNTY, STATE OF IDAHO

KNOW ALL MEN BY THESE PRESENTS: That Ashton Hill Limited Partnership, a limited partnership, created under the laws of the State of Idaho, with Scott B. Hancock and Dan L. Hammon as general partners, being the owner of that certain tract of land situated in Fremont County, Idaho, and described as follows, to-wit:

ASHTON HILL ESTATES SUBDIVISION recorded on September 23, 1997, as Instrument No. 448133, in Fremont County, Idaho, consisting of 21 lots, excluding Lot 19 and Tract A.

In order to protect subsequent lots and home owners in said Ashton Hills Subdivision to the County of Fremont, Idaho, and in order to assure a uniform and desirable use, occupancy and buildings on said property, does hereby impress the above described real property with the following covenants and restrictions:

A. No lot shall be used, except for residential purposes. No building shall be erected, altered, placed or permitted on any lot other than one detached single family dwelling not exceeding two stories in height, (excluding basement), a private garage for not more than four cars, and such other buildings as may be approved in writing by the Architectural Control Board.

B. No building shall be erected, placed or altered on any lot until the contractor's plans and specifications, and a plan showing the location of the structure, have been approved by the Architectural Control Board, as to quality of workmanship and materials, harmony of external design with existing designs, and to location with respect to topography and finish grade elevation. Approval shall be as provided in Paragraph H.

C. No dwelling shall be permitted on any lot wherein the ground floor area of the main structure, exclusive of one story open porches and garages, shall be less than 1,200 square feet.

D. Easement for the installation and maintenance of utilities are reserved as shown on the recorded plat.

E. 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 nuisance to the

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neighborhood. No hunting or molesting of any animals shall be carried on within the Ashton Hills Estates Subdivision, nor shall any firearm be discharged.

F. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

G. The initial Architectural Control Board is composed of Scott Hancock, Dan L. Hammon and J. D. Hancock. Any member of the board may designate a representative to act for him or her. In the event of the death or resignation of any member of the Board, the remaining members shall have full authority to designate a successor. Neither the members of the Board or his or her designated representative, shall be entitled to any compensation for services performed pursuant to these covenants. Once at least fifteen of the lots have been sold and paid for, then the Architectural Control Board shall have five members, three of whom shall be lot owners in the subdivision.

H. The Board's approval or disapproval, as required in this covenant shall be in writing all plans shall be delivered to Scott B. Hancock who shall be chairman of the Board. In the event the Board or its designated representatives fail 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 shall not be required and the related covenants shall be deemed to have been fully complied with.

I. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than eight square feet advertising the property for sale or rent, or signs used by the builder to advertise the property during the construction and sale period.

J. Each lot owner may have one horse or one head of livestock (cattle, llama, or donkey) for each full acre in his lot and small household pets provided that no animals, livestock or poultry of any kind shall be raised, bred, or kept for any commercial purposes. No goats, sheep nor pigs may be kept on any of the lots at any time. Any and all exceptions to this provision must be approved by unanimous vote of all members of the Architectural Control Board.

K. No lot shall be used or maintained as a dumping ground for rubbish, trash, garbage and other waste shall not be kept, except in sanitary containers. All incinerators, or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition and not become offensive or a nuisance. Garbage shall not be visible from any other property or road and shall be disposed of to comply with health standards of the State of Idaho.

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L. No individual sewage-disposal system shall be permitted on any lot, unless such system is located, constructed and equipped in accordance with standards and requirements of the State of Idaho Department of Health. At such time as an underground community sewage system or water system may become available, the purchaser of each lot shall be required to hook up at his own expense, and use said community sewer or water system and pay his prorated share for the cost and maintenance of the same.

M. No structure built upon any lot shall have an aluminum roof of any kind. Metal roofs must be colored metal and approved unanimously by the Architectural Control Board. Upon all chimneys, a spark screen shall be installed which will meet the requirements of the Architectural Control Board.

N. Enforcement of these protective covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages.

O. Invalidity of any provision 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.

P. No structure shall be built upon any lot closer than 40 feet to the established and designated edge of the road right-of-way as designated on the recorded plat.

Q. All windbreaks, fences, trees and other like structures must be built or planted at least one rod from any designated road frontage running through the property.

R. No real estate lot contained in this subdivision has any right to any shares of existing irrigation or storage water and it is understood that all water for culinary and other purposes must be supplied by the individual lot owner at his expense. These lots are to be used strictly for residential purposes only and there shall be no business or commercial venture of any kind conducted upon any of these lots except a home business as approved by the Fremont County Planning and Zoning Commission.

T. No lot shall be subdivided into any smaller units, nor can the size of the lots be reduced or changed from the lot size designated in the recorded subdivision plat.

U. This is a natural wildlife area and the Idaho Fish and Game Department and Ashton Hill Estates shall have no liability nor responsibility for any damage which may be caused by any wildlife.

V. The lot owners shall be responsible for forming a homeowner's association to maintain the roadway and entryway until such time there are enough residences in the subdivision for Fremont County to assume maintenance of the road. The homeowners

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shall also be responsible for the costs associated with the electricity and pump(s) for the entryway to the subdivision immediately adjacent to Highway 20. This would include the cost of electricity for the lighting and pump(s) and also the maintenance of the pump(s) for the waterfall and pond. The developers shall be responsible for maintaining the well and pump associated with the well on Lot # 20.

W. These covenants are to run with the land and shall be binding upon all parties and persons claiming under them, until the 1st day of October, 2017, at which time said covenants shall be automatically extended for successive periods of ten years, unless by a vote of the majority of the then owners of the lots in said Ashton Hill Estates Subdivision, it is agreed to change said covenants in whole or in part.

IN WITNESS WHEREOF, the owner of the aforesaid property, does hereby impress the above protective covenants this 25th day of September, 1997.

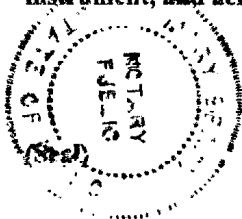
ASHTON HILL LIMITED PARTNERSHIP

By: Scott B. Hancock
Scott B. Hancock, General Partner

By: Dan L. Hammon
Dan L. Hammon, General Partner

STATE OF IDAHO)
)ss.
County of Madison)

On this 25th day of September, 1997, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared Scott B. Hancock and Dan L. Hammon, known or identified to me to be the general partners in the Ashton Hill Limited Partnership, and the partners who subscribed said partnership name to the foregoing instrument, and acknowledged to me that they executed the same in said partnership name.



Cheryl Berry
Notary Public for Idaho
Residing at: Boise, Idaho
My commission expires: 6/25/99

PROTECTIVE COVENANTS