

**PROTECTIVE COVENANTS, CONDITIONS, AND RESTRICTIONS**

FOR

**SADDLE HILL SUBDIVISON**

Microfilm No. 473605  
5-26-2022  
 At 10:05 O'Clock A M  
 COLLEEN C. POOLE  
 Jefferson Co. Recorder  
 Fee \$ 53.00 Deputy  
 Recorded at Request of Dawson Bernard

KNOW ALL MEN BY THESE PRESENTS:

J & L Holdings, LLC, (Grantor), is the owner of all that certain real property situated within Jefferson County, Idaho and described as follows.

Grantor intends to develop and improve the above described property into a residential subdivision known as the Saddle Hill Subdivision with new Lots all in accordance with the final recorded plat for Jefferson County, Idaho; and

Grantor desires as a part of a general plan for the benefit and protection of the owners of the Lots within said property to provide for certain use covenants, conditions, and restrictions which shall govern and control the use and enjoyment of the Lots within said property; and

In order to protect Grantor's interests and the interests of all subsequent Lot owners and insure the uniform, harmonious and desirable development, use, occupancy, and improvement of the property, Grantor hereby certifies and declares that all or any portion of the Lots in the property shall, upon conveyance by Grantor, be owned, held and enjoyed by the respective grantees, their heirs, successors, and assigns, subject to the following covenants, conditions, and restrictions.

1. Land Use and Improvements. Each Lot shall be used solely for residential purposes. Each Lot will be improved with one single family dwelling not to exceed two stories in height. Each residence on each Lot shall have an attached garage. All residences shall be constructed and maintained in a manner that their appearance shall be consistent in color, texture, landscaping, and any fencing. The following restrictions shall apply to any improvement on each Lot.

A. Each residence, excluding basement and open porches and attached garage, shall have a minimum of 1650 square feet of indoor floor area. For a split level residence, the combined area of the top and next to the top level exclusive of open porches and garage, shall be no less than 1650 square feet. For a two story home, it must be a minimum of 1400 on the levels and includes enclosed square footage of living space not including garage.

The attached garage for each residence must have a minimum of three stalls with doors.

- B. Building setbacks must meet current county codes.
  - C. Sidewalks on each Lot shall be installed in accordance with Jefferson County building requirements prior to issuance of a certificate of occupancy and must be 5' wide.
  - D. No external antennas shall be permitted on any residence or Lot, except any antenna required for and a component of a satellite dish.
  - E. No illegal, noisome, offensive, nuisance, or obnoxious activity shall be conducted or engaged in on any Lot or in any residence on any Lot.
  - F. Each Lot and each residence on each Lot shall be maintained in good and habitable condition. No refuse or waste of any nature shall be allowed to accumulate on any Lot. Each owner shall maintain his or her Lot in a clean, orderly and harmonious manner; grass shall be mowed and allclippings either mulched or bagged and, together with any other yard debris, swept off any common roadway. Each owner shall maintain the exterior of his or her residence in a clean and orderly manner. Failure of any owner to maintain the exterior of a residence in accordance with this paragraph will result in the Saddle Hill Subdivision Homeowners Association (HOA) mailing to the owner and posting upon the Lot written notice of the specific failure and granting sixty (60) days for the owner to remedy the failure and, in the event the owner fails to remedy the failure within said sixty (60) days, the HOA may cause the maintenance to be performed and bill the owner for the cost, including all court costs, lien recording fees, and reasonable attorney fees that may be incurred in collecting from the owner the cost incurred. Failure of any owner to maintain the Lot in accordance with this paragraph will result in the HOA mailing to the owner and posting upon the Lot written notice of the specific failure and granting thirty (30) days for the owner to remedy the failure and, in the event the owner fails to remedy the failure within said thirty (30) days, the HOA may cause the maintenance to be performed and bill the owner for the cost, including all court costs, lien recording fees, and reasonable attorney fees that may be incurred in collecting from the owner the cost incurred.
  - G. Any fence installed on any Lot shall be done in accordance with all codes, regulations, land building permits of any applicable local governing authorities. Provided, any owner maintaining a pet or pets outside the residence shall be required to erect a fence or other full enclosure for such pets. All fencing must be approved by the architectural control committee.
  - H. No signs of any kind shall be displayed to public view on any Lot or from within a residence or other improvement on any Lot except for advertising the Lot for sale, or a sign used by the builder to advertise the property during construction of a residence on a Lot.
  - I. All property shall have a parking surface apron from the garage to the street and must consist of a hard surface material such as concrete or asphalt.
2. Homeowners Association. Each Lot Owner, upon the recording of a deed

granting title to said Owner, shall become a member of the Saddle Hill Subdivision Homeowners Association (HOA). Each Lot, regardless of the number of owners of record or otherwise for that Lot, shall be entitled to one vote for all voting requirements in the HOA. Voting rights shall be determined by the Lot Owner(s) identified on deeds of record existing at the time of any vote. Any unresolved disagreement by Lot Owners regarding their vote, shall be determined to be a neutral vote for all balloting purposes. Until 60 or more Lots are sold, the HOA shall be managed and controlled by the Initial Board of Directors selected by Grantor. After 75 or more Lots have been sold, the Lot owners shall manage and control the HOA. Separate bylaws exist for the management of the HOA.

The HOA shall have all the powers of a nonprofit corporation organized under the laws of the state of Idaho, and may do and perform any and all acts which may be necessary or proper for, or incidental to the proper management and operation of the common areas and the performance of the other responsibilities including without limitation those set forth in the following subsections. The HOA has the authority to delegate its powers and duties to committees, officers, employees or to any person, firm or corporation to act as manager. Neither the HOA nor the members of its Board or any committee member shall be liable for any omission or improper exercise by the manager of any such duty or power so delegated.

A. *General Assessment.* The HOA shall have power to levy assessments (annual, special and limited) on the Owners of Lots and to force payment of such assessments, including the filing of a lien against a Lot for unpaid assessments, all in accordance with the provisions of these covenants. The regular assessment levied by the HOA shall be used exclusively to promote the recreation, health, safety and welfare of the residents of the subdivision and for the improvement and maintenance of the common area, and to pay the and other financial obligations of the HOA. The HOA shall have the right to assess annually, or more frequently as the HOA board may determine, a fee for each Lot to cover all HOA maintenance obligations. Initially, the annual general assessment shall be in the minimum amount of \$240.00 per Lot. Annual general assessments are due January 1 of each year. A Lot owner may pay the annual assessment through semi-annual payments of \$120.00. Any unpaid assessment shall become a lien upon the nonpaying Lot. The annual assessment for a newly purchased Lot will be prorated as of the date of purchase of said Lot.

i. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than ten percent (10%) above the maximum assessment for the previous year without a vote of the Lot Owners as provided below.

ii. From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased above ten percent (10%) by a vote of three-fourths (3/4) of the Lot Owners, at a meeting duly called for this purpose.

B. *Special Assessment.* In addition to the general assessment, the HOA may,

in any assessment year, levy a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the common area, including fixtures, provided that any such assessment shall have the assent of at least two-thirds (2/3) of the votes of the Lot owners, either in person or by proxy at a meeting duly called for such purpose.

- C. *Limited Assessment.* A limited assessment may be levied against any Owner in an amount equal to the costs and expenses incurred by Grantor or the HOA, including, without limitation, legal fees, whether or not suit has been filed, for any corrective action taken by Grantor or the HOA resulting from any intentional or negligent act or omission by any Owner or the occupant of such Owner's Lot, or the agents, contractors or employees thereof. Such costs and expenses shall include, without limitation, costs and expenses incurred by the HOA in taking any corrective action authorized by these covenants, for the repair and replacement of common area or other property owned or maintained by Grantor or the HOA, and for landscaping performed by Grantor or the HOA which should have been but was not performed by such Owner.
- D. *Enforcement.* Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of twelve percent (12.0%) per annum. The HOA may bring an action at law against the Lot Owner personally obligated to pay the same or foreclose its lien against the property. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the common area or abandonment of such Owner's Lot.
- E. *Accounts.* The HOA shall establish the necessary banking accounts to provide properly for the receipt and deposit of assessments and payment of operation and maintenance expenses. Overall superintendence of these funds shall be the responsibility of the treasurer of the HOA.
- F. *Insurance.* The HOA shall obtain from reputable insurance companies authorized to do business in the state of Idaho and maintain in effect the following policies of insurance:
  - i. Comprehensive public liability insurance insuring the Board, the HOA, Grantor, and the individual Owners and agents and employees of each of the foregoing against any liability incident to the ownership and use of the common area or other property owned or managed by the HOA with a general limit of liability in the amount of not less than \$1,000,000.00.
  - ii. Such other insurance including worker's compensation insurance to the extent necessary to comply with all applicable laws and indemnity, faithful performance, fidelity and other bonds as the Board shall deem necessary or required to carry out the HOA functions or to insure the HOA against any loss from malfeasance or dishonesty of any employee or other person charged with the management or possession of any HOA funds or

other property.

iii. The HOA shall be deemed trustee of the interest of all Lot Owners in any insurance proceeds paid to it under such policies and shall have full power to receive their interests in such proceeds and to deal therewith.

iv. Insurance premiums for the above insurance coverage shall be deemed a common expense to be included in the annual assessments levied by the HOA.

3. Architectural Control. No improvement, residence, building, fence, wall, or structure shall be erected, placed or altered on any Lot until the construction plans, specifications and a plot plan showing the location of the structure have been approved as to quality of workmanship, design and style elements, aesthetic conformance to the area and other residences, color, material and color harmony of external design with existing structures, and as to location with respect to topography, drainage, setbacks, utility easements, finish grade elevation, and landscaping by the Architectural Control Committee. Grantor shall appoint the initial Architectural Control Committee. After 60 or more Lots are sold, the owners shall select by vote at least three and no more than five Lot owners to serve as the Architectural Control Committee.

A. *Approval*. The Architectural Control 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 proposed plans within 30 days after written plans and specifications have been submitted to it, approval will not be required, and the related covenants shall be deemed to have been fully complied with.

B. *Variances*. The Architectural Control Committee shall have the option of permitting variances to the building restrictions where size and shape of lot or topography make strict application of the restrictions impractical or difficult. The prime concern of the Committee will be that design, finish, and location harmonize with and complement the natural environment to the fullest extent practicable. Request for variances shall be made to the Committee in writing and the Committee's decision shall be made in writing within thirty (30) days of the request. In the event the Committee, or its designated representative, fails to approve or disapprove proposed plans within 30 days after written plans and specifications have been submitted to it, approval will not be required, and the requested variance shall be deemed to have been granted.

C. *Compliance*. Any question of dispute as to whether a particular Lot is being used within these restrictions shall be submitted to the Architectural Control Committee. The Committee shall make its determination within 30 days. The Committee's approval or disapproval shall be in writing.

D. *Finality*. The Architectural Control Committee's decision shall be final and binding.

E. *Non-Liability of Committee Members*. Neither the Architectural Control Committee, nor any member thereof, shall be liable to Autumn Heights Homeowners Association or to any Lot owner for any loss, damage or

injury arising out of or in any way connected with the performance of the Committee's duties, unless due to the willful misconduct or bad faith of the Committee. The Committee shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition, solely on the basis of aesthetic considerations and the overall benefit or detriment which would result to the immediate vicinity and the entire development generally. The Committee shall take into consideration the aesthetic aspects of the architectural designs, placement of building, landscaping, color schemes, exterior finished, materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval from the standpoint of structural safety or conformance with building or other codes.

4. Landscaping. Each owner of each Lot shall at his or her own cost install all landscaping for the Lot. Failure to complete installation of all grass for the yard(s) on a Lot within one-year from the date of completion of the residence will result, without notice to the Owner, in the HOA causing installation of all grass for the yard(s) on the Lot and billing the owner for the cost, including all court costs, lien recording fees, and reasonable attorney fees that may be incurred in collecting from the owner the cost incurred. All landscaping shall have underground sprinkler systems installed; all landscaping to the front and sides of the residence shall be completed at the time construction of the residence is finished or immediately as weather permits, whichever is sooner. All landscaping in the back of the residence must be completed within one year from the date of completion of the residence.

5. Commercial Activity. No commercial activity of any nature, kind, or degree shall be permitted on any Lot or within any residence on any Lot. Without limitation, Commercial Activity for purposes of these covenants includes child day care, massage, pre-school, hair salon, barbering, animal breeding, telemarketing, or any other type of home-based business creating or inviting vehicular or foot traffic onto a Lot. Commercial Activity does not include home-based businesses operated solely by the resident owner(s) of a Lot, without any other onsite employees, and conducted through electronic means from inside the residence without creating or inviting vehicular or foot traffic onto a Lot.

6. Pets. Household pets may be kept and maintained in the residence on each Lot and must be enclosed by fence upon the Lot. All pet enclosures shall be appropriately screened and maintained in a sanitary condition. For purposes of this paragraph, household pets are exclusively defined as dogs and cats. Under no circumstances shall any cattle, swine, goats, sheep, horses, or any other animals be kept or maintained on any Lot. Chickens and birds intended for food or eggs, shall be allowed but no roosters are permitted. All birds must be contained within the owner's property boundaries. Owners of pets shall be strictly liable for all damage caused by a loose or roaming pet. No animal shall be kept on a Lot if it constitutes a nuisance, or is unreasonably bothersome, to other Lot Owners. Each Owner who takes a permitted pet into a common area shall always maintain control of such pet. No vicious or aggressive pets of any type or nature shall be allowed. No commercial breeding of pets shall be allowed. Each Lot owner shall be responsible to remove immediately all fecal waste left by a pet on any

common area. No Lot owner shall allow any pet to urinate or defecate on another Lot.

7. Easements. Grantor reserves easements for installation and maintenance of utilities, irrigation and drainage facilities as shown on the recorded plat.

8. Common Area Maintenance. Maintenance of all common areas shall be the responsibility and at the cost of the HOA. Specifically, the HOA shall maintain the North and South entrance ways, the Community Park as shown on the plat, and other common areas within the Saddle Hill Subdivision.

9. Waste. Each Lot owner shall contract with a local garbage collection service for the regular removal of garbage and refuse from the Lot. All garbage must be kept in a garage until the scheduled garbage day. No Lot owner shall keep or maintain any burn barrels or similar containers. No refuse, trash or garbage shall be maintained on any Lot.

10. Compliance. Any question or dispute as to whether a particular Lot or residence is in violation of these restrictions shall be submitted to the Board of Directors of the Saddle Hill Subdivision Homeowner's Association. The Board shall make its determination within thirty (30) days of the date a question was submitted. Its determination shall be final and binding upon the owner(s). The Board's decision shall be in writing

11. Non-Liability of Homeowners Association Members. Neither the Board of Directors for, the Saddle Hill Subdivision Homeowners Association, nor any member thereof, shall be liable to the Saddle Hill Subdivision Homeowners Association or to any Lot owner for any loss, damage or injury arising out of or in any way connected with the performance of the Association's duties, unless due to the willful misconduct or bad faith of the Association or its Board of Directors.

12. Duration. These covenants are to run with the land and shall be binding on all Lot owners and all persons claiming under them for a period of 10 years from the date these covenants are recorded, after which time said covenants shall be automatically extended for successive periods of 10 years unless an instrument signed by 60% of the then owners of the Lots has been recorded amending said covenants in whole or part.

13. Enforcement. Enforcement of these covenants shall be by proceeding at law or in equity against any Lot Owner violating or attempting to violate any covenant, by any Lot Owner claiming such violation, or by the Saddle Hill Subdivision Homeowners Association, either to restrain violation or to recover damages. In the event legal action is taken to enforce any covenant, the prevailing party shall be awarded its costs and reasonable attorney fees.

14. Severability. Invalidation of any one of these covenants by judgment or court order shall be in no wise effective on any of the other provisions, which shall remain in full force and effect.

15. Amendment. These covenants may be amended only as provided in this paragraph. So long as Grantor owns any of the Lots, these covenants may not be amended unless Grantor and 50% of the other Lot owners agree. At such time as Grantor owns no Lots, these covenants may be amended by the vote of 60% of the Lot owners.

16. Lien Procedure. If any Lot owner shall fail or refuse to make any required payment of an assessment authorized by these covenants, the amount of any unpaid assessment together with interest at the rate of 12.0% per annum shall, upon written notice from the Board delivered to the Lot owner by personal service or by certified mail to the address of said Lot owner as shown on the deed of record for said Lot, become immediately due and payable as of the date of service of the notice and shall constitute a lien on the Lot of such owner. The Saddle Hill Subdivision Homeowners Association shall have the right to record a lien against any nonpaying Lot owner and shall have the right to maintain an action to foreclose any such lien and there shall be added to the amount of the judgment in any such action all costs, interest, and attorney fees.

17. Rules of Saddle Hill Homeowners Association. Attached as Exhibit B and incorporated here by reference is an Addendum outlining the Rules of the HOA. Said Addendum may be amended from time as the Board may deem appropriate and each Addendum shall be dated with its effective date and signed by the Board. The initial Addendum shall not be amended in any manner until 60 or more Lots have been sold and the elected Board shall have met in its first annual meeting.

18 Governing Law. The laws of the State of Idaho shall govern all application and construction of these covenants.

Dated this 9<sup>th</sup> day of May, 2022

J & L HOLDINGS, LLC


By: 

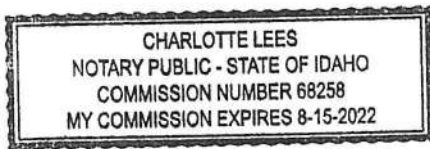
James J Bernard, Member

STATE OF IDAHO            )  
  ) ss.  
County of Jefferson        )

On this 9<sup>th</sup> day of May, before me, the undersigned, a Notary Public in and for said State, personally appeared James J Bernard, known or proved to me to be a member of J & L Holdings, LLC, and the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same with authority on behalf of said company.

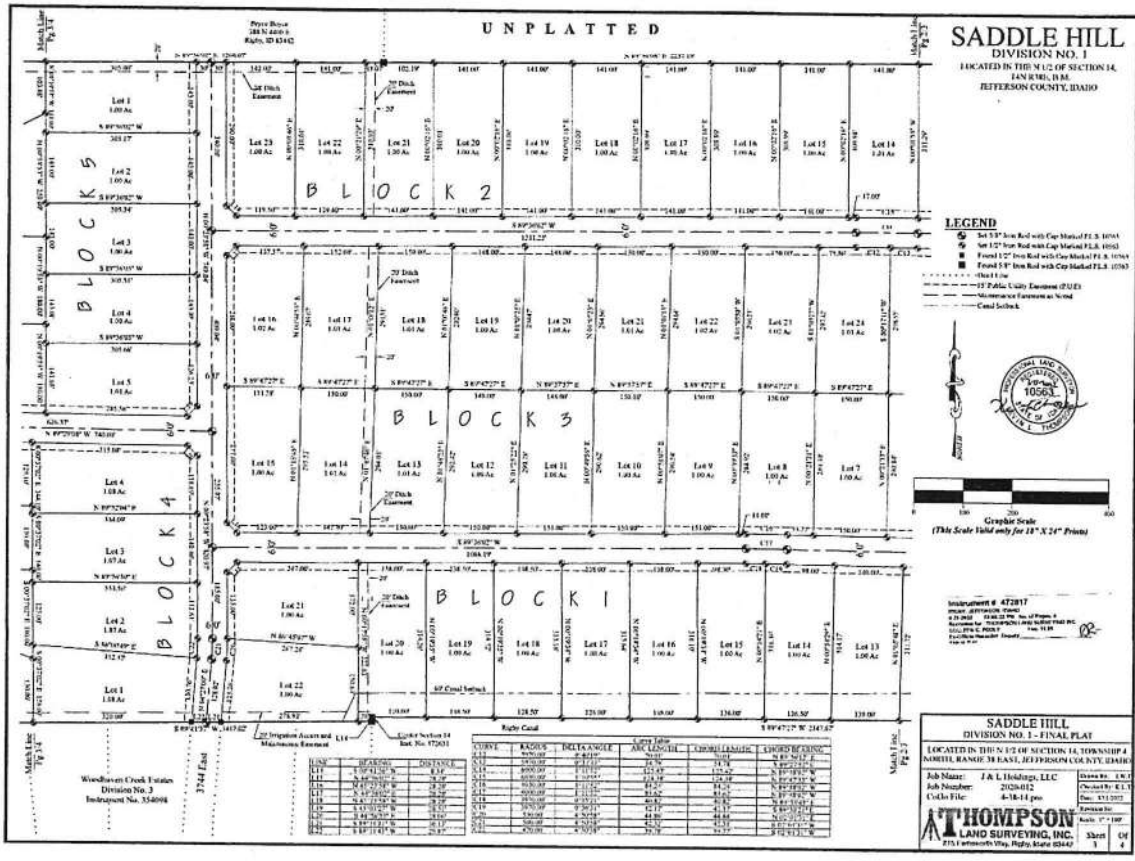
IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year first above written.

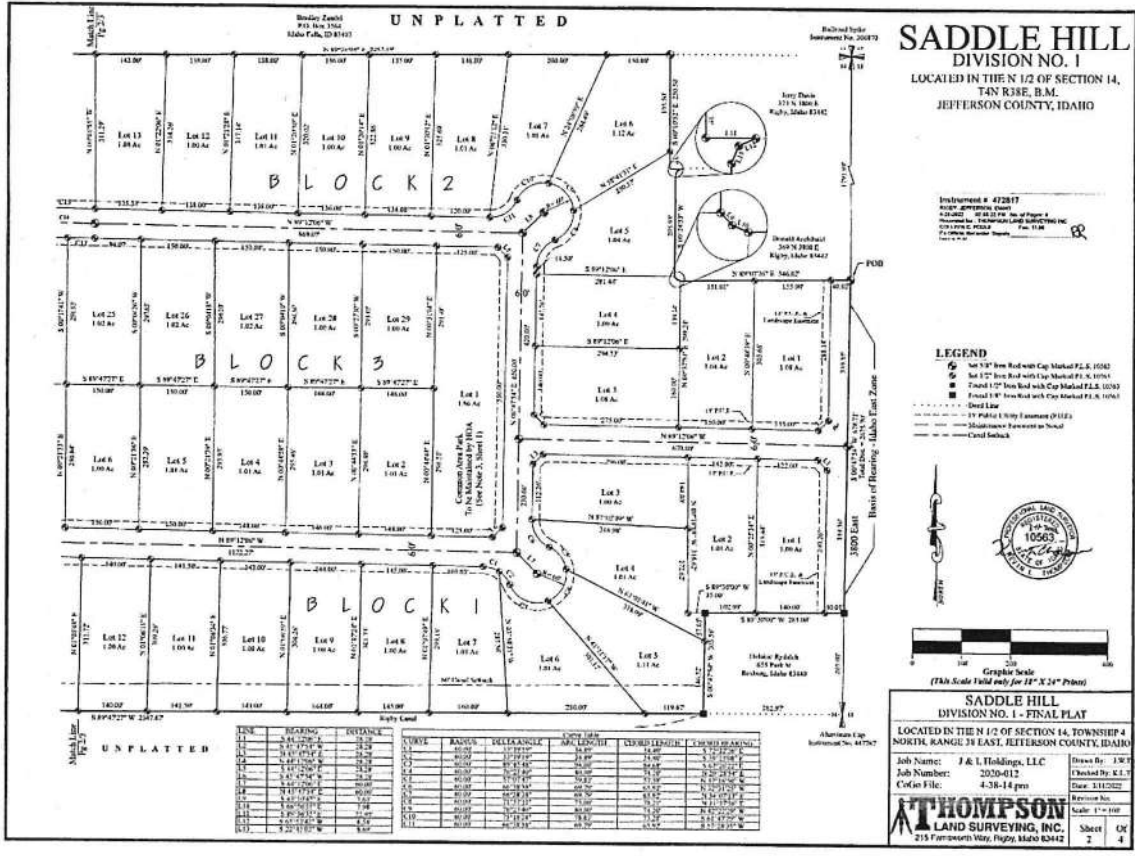
  
\_\_\_\_\_  
Notary Public for Idaho  
Commission expires: 8/15/22











## EXHIBIT B

### ADDENDUM TO PROTECTIVE COVENANTS FOR SADDLE HILL SUBDIVISION

#### RULES OF THE HOA

1. The HOA has the power to adopt, amend and repeal by majority vote of the Board such rules and regulations as the HOA deems reasonable ("HOA Rules"). The HOA Rules shall govern the use of the common area by the Owners, families of an Owner, or by an invitee, licensee, lessee, or contract purchaser of an Owner, provided, however, the HOA Rules may not discriminate among Owners and shall not be inconsistent with the covenants, the articles of incorporation, or the bylaws. In the event of any conflict between (i) any HOA Rule and (ii) any provision of the covenants, the articles, or the bylaws, the HOA Rules shall be deemed superseded by the provisions of the covenants, articles, or bylaws to the extent of any such conflict. A copy of the HOA Rules, as they may from time to time be adopted, amended or repealed, may, but need not be mailed or otherwise delivered to each Owner. HOA Rules may be enforced against any Owner.

2. The HOA or any person authorized by the HOA may enter upon any Lot in the event of any emergency involving illness or potential danger to life or property or when necessary, in connection with any maintenance or construction for which it is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable and any damage caused thereby shall be repaired by the HOA.

3. The HOA is authorized to grant and convey to any third party such licenses, easements and rights-of-way in, on or under the common area as may be necessary or appropriate for the orderly maintenance of the common area or the preservation of the health, safety convenience and welfare of the Owners, or for the purpose of constructing, erecting, operating or maintaining:

- Underground lines, cables, wires, conduits and other devices for the transmission of electricity for lighting, heating, power, telephone and other purposes.
- Public sewer, storm drains, water drains and pipes, water systems, sprinkling systems, water, heating and gas lines or pipes; and
- Any similar public or quasi-public improvements or facilities.

The right to grant such licenses, easements, and rights-of-way are hereby expressly reserved to the HOA.

4. The HOA Board may make, establish, promulgate, amend and repeal the HOA Rules.

5. The failure of any Lot Owner to comply with any provision of the covenants is hereby declared a nuisance and will give rise to a cause of action for

recovery of damages or for negative or affirmative injunctive relief or both.

6. Any violation of any state, municipal or local law, ordinance or regulation pertaining to the ownership, occupation or use of any property within the subdivision is hereby declared to be a violation of the covenants and subject to any or all the enforcement procedures set forth in the Covenants together with any or all enforcement procedures in law and equity.