



This document provided courtesy of TitleOne

**Declaration of Protective Covenants, Conditions, and Restrictions  
Oxford Acres Division 1 and 2**

Microfilm No. 467082  
9-16-2021  
 At 12:44 O'Clock P M  
 COLLEEN C. POOLE  
 Jefferson Co. Recorder 160 Deputy  
 Recorded at Request of John Anderson

WHEREAS, Canyon View LLC, an Idaho Limited Liability Company, (hereinafter referred to as owner) is the record owner of the following described property -

Oxford Acres Division 1 and 2, Lots 1-14, Jefferson County, Idaho, located in the N ½ of Section 32, T4N R39E

NOW, THEREFORE, Canyon View LLC, owner of Oxford Acres Division 1 and 2, hereby declares that all of the lots described above, exempting lots 1 and 2, but including lots 3-14, shall be held, conveyed, leased, rented, used, occupied, and improved, subject to the following limitations, restrictions and covenants, all of which are declared and agreed to be in furtherance of the plan for the subdivision, improvement, and sale of the lands and are established and agreed upon for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands and every part thereof. All of the limitations, restrictions and covenants shall run with the land and be binding upon all parties or acquiring any right, title, or interest in the described lands or any part thereof.

**A. RESIDENTIAL AREA COVENANTS**

**A-1 Land use and building type.** No lot shall be used except for residential purposes. All commercial purposes are strictly prohibited, except for a home office. All residences erected, altered, placed or permitted to remain on any lot shall have a private garage of not less than two motor vehicles. No lot or building thereon shall be used as a school, kindergarten, or child day care center. No lot shall be divided or its boundary lines changed except with the prior written approval of all owners of described lots. Such consent may include the requirement of the prepayment of all expenses incident to giving the consent including legal and accounting fees.

**A-2 Dwelling size.** All dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be procured on the date this Declaration is recorded. The total floor area of the main structure shall not be less than 1400 square feet on the main floor of the dwelling. Two story dwelling shall have a minimum of 1000 sq ft on main floor and a total square footage of no less than 1600 sq ft total. All square footage calculations shall exclude square footage below grade. Further, all square footage calculations shall be exclusive of garages, basements, and open porches.

**A-3 Quality and Structure Material.** All structures on any lot shall be built of substantially new materials. No used structures shall be relocated or placed on any lot. No mobile or manufactured home of any kind, or any home having the same general appearance, shall be permitted on any lot. No building or structure of a temporary nature; trailer, garage or other out-building shall be erected or maintained on lot at any time. Furthermore, no building shall be permitted on any lot unless erected on a solid foundation of brick, masonry, or concrete. Driveways and walkways shall be constructed of concrete, brick, or other suitable hardtop surface with a minimum thickness of two inches. All driveways shall be constructed of asphalt or concrete. All driveways and sidewalks are to be completed within one year of the issuing of the Final Occupancy Permit issued by Jefferson County.

**A-4 Continuity of Construction.** All structures must be completed, insofar as the exterior finish is concerned, within twelve (12) months from the date of the issuance of the building permit. All improvements commenced on the lot shall be prosecuted diligently to completion and shall be completed within twelve (12) months of commencement.

**A-5 Easements.** Easements for installation and maintenance of utilities are reserved and noted on the recorded plat. Within these easements, no structure, planting, or other material shall be placed or



This document  
provided courtesy  
of TitleOne

to remain which may damage or interfere with the installation and maintenance of utilities. The improvement area of each lot and all improvement in it shall be maintained continuously by the owner of the lot, except for those improvements, if any, for which a public authority or utility company is responsible.

**A-6 Signs.** No sign of any kind shall be displayed to the public view on any lot. Small realty signs, builder/contractor signs, and garden signs are permitted.

**A-7 Horses, Livestock, Birds, and Pets.** No animal or large livestock of any kind shall be raised, bred, or kept on any lot, excepting dogs, cats, and other domesticated pets. Dogs, cats, and birds shall not be kept, bred, or maintained for any commercial purposes. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than fifty (50) feet from any neighboring dwelling, and to the extent possible such shall be located to the rear of the property. Noise animals, such as incessantly barking dogs must be controlled by the owner. All animals must be under the control of owner at all times. No pets may be kept in unreasonable numbers.

**A-8 Nuisances.** No noxious or offensive activity, including disturbing noises, offensive odors, or unsightly accumulations, shall exist or be carried on upon any lot, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

**A-9 Temporary Structures.** No structures of a temporary nature nor any trailer, basement, tent, shack, garage, barn, or other out buildings shall be used on any lot at any time as a residence, either temporary or permanently.

**A-10 Garbage and Refuse Disposal.** No lot shall be used or maintained as a dumping ground for rubbish or debris. Trash, garbage or other waste shall not be kept except in sanitary containers. All containers used for the storage or disposal of such material shall be kept in a clean and sanitary condition. During construction, excess building debris shall not be permitted to accumulate.

**A-11 Parking: Trucks, Boats, Campers, Etc.** The garage must be completed prior to occupancy. No owners vehicles shall be parked on the street. No boat, motor home, travel trailer, other recreation vehicle, or commercial truck, may be stored on any street. Furthermore, no wrecked or junked motor vehicles or motor less vehicles shall be placed upon premises.

**A-12 Maintaining of Lots.** All lots, whether improved or unimproved, must be kept free of rubbish, weeds, trash and debris of any kind and must be maintained in such a manner as to not detract from the subdivision as a whole.

**A-13 Wells and Sewer Systems.** All wells and sewer systems shall conform to all state and county ordinances, regulation or other requirements for the placement within any lot, and shall conform to all requirement for placement and separation from wells and sewer systems on adjacent or contiguous properties. Well and septic system placement on each lot shall be approved by EIPHD and Canyon View LLC. No discharge, overflow, or accumulation of sewage effluent from any septic tank, drain field, or other similar container shall be permitted to exist on any lot. Owner shall conduct no activity on any lot that would result in the presence of any hazardous material or contamination on the property.

#### **B. General Provisions**

**B-1 Term.** 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 of recordation of this declaration, after which time the covenants shall automatically extended for successive periods of ten (10) years each, unless and instrument in writing signed by a majority of the then owners of the lots within the subdivisions has been recorded, agreeing to change the covenants in whole or in part.


**B-2 Amendment.** Except as otherwise provided in Paragraph B-1, above, this Declaration can be amended at any time be recorded writing executed by all of the then recorded owners of the lots within the

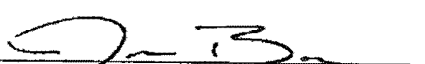


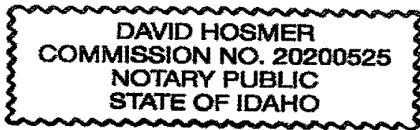
This document provided by the Division of TitleOne.

**B-3 Enforcement.** Enforcement shall be by proceedings at law or in equity either to restrain violation or to recover damages against any person or persons violating or attempting to violate any of the covenants contained within this Declaration.

**B-4 Conflict and Severability.** In the event any of the provisions of this Declaration are in conflict with the then existing zoning or building ordinances of Jefferson County, or the statutes of the State of Idaho or the United States of America, such ordinances and statutes shall control. Invalidation of any of these covenants by judgment or court order shall in no wise affect any of the other provisions, which shall remain in full force and effect.

  
\_\_\_\_\_  
John Anderson, Managing Member 9/17/21  
Date

  
\_\_\_\_\_  
Jeremiah Bigelow, Managing Member 8/3/21  
Date



*David Hosmer*  
My Commission Expires  
02/14/2026