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**DECLARATION ESTABLISHING
CODES, COVENANTS, CONDITIONS AND RESTRICTIONS
FOR
CHANTRELLE II SUBDIVISION PHASE III**



DECLARATIONS ESTABLISHING COVENANTS CONDITIONS AND RESTRICTIONS

This Declaration is made this 21st day of November, 1997, by Chantrelle Inc., an Idaho Corporation (Hereinafter referred to as "Declarant"), with reference to the following facts:

RECITALS

A. The Declarant is the owner of all that real property described in Section 1.07; and

B. The Declarant proposes to develop said real property in accordance with the maps and plans approved under the zoning and subdivision ordinances and regulations of County of Blaine and the State of Idaho; and

C. The subdivision map was filed in the office of the Recorder of the County of Blaine, State of Idaho as Instrument # 408199.

NOW, THEREFORE, it is hereby declared that the Lots shown on the said subdivision map are held and shall be conveyed subject to the following covenants, conditions and restrictions.

ARTICLE I - DEFINITIONS

1.01 "Building Envelope" shall refer to the designated area in each Lot shown on the subdivision map.

1.02 "Declarant" shall mean Chantrelle Inc.

1.03 "Committee" shall mean the Design Review Committee established under Article IV hereof.

1.04 "Lot" shall mean the numbered Lots shown on the subdivision map, whether improved or unimproved.

1.05 "Owner" shall mean and refer to the record owner, whether one or more persons, of the fee simple title of any of the numbered Lots above described and includes contract buyers but excludes those having such interest merely as security for the performance of an obligation.

1.06 "Phase" means a group of Lots and parcels shown on any recorded final subdivision map, which group of Lots and parcels are made subject to this declaration.



1.07 "Property" shall mean all of the land described in Exhibit A attached hereto and any property which may hereafter be subject to these declarations by execution and recordation of a supplemental declaration, hereinafter provided except for the well site or public easements.

1.08 "Supplemental Declaration" is a supplemental declaration of covenants, conditions and restrictions which shall be recorded for the purposes of annexing additional property to Phase 1, such property to be subject to the scheme of covenants, conditions and restrictions contained in this declaration.

ARTICLE II - COVENANT RUNNING WITH THE LAND

2.01 It is understood and agreed that this conveyance is made and accepted and the realty hereafter described is granted, on and subject to the following covenants, conditions, restrictions and reservations (in addition to any such covenants, conditions, restrictions and reservations) shall apply to and run with the conveyed land; all successive future owners and occupants shall have the same right to invoke and enforce the covenants, conditions, restrictions, and reservations, and reservations applicable to this conveyance as the original parties to this document.

3.01 a. No Lot shall be further reduced by subdivision.

b. Construction within building envelopes shall be situated to minimize, to the degree reasonable possible, interference with the views of scenic vistas by persons situated on other building envelopes in the subdivision. Nothing herein shall be construed to guaranty any person the right to any unobstructed view.

c. No use whatsoever shall be made of any Lot except its use and improvement for a single family private residence. Lots owned by Declarant or its nominee may be used as a sales office for the purpose of selling the lots.

d. The ground floor area of any dwelling located on any Lot, exclusive of decks, open porches, carports and garages, shall be not less than one thousand six hundred (1,600) square feet for a one story building and one thousand (1000) square feet ground floor and six hundred (600) square feet second floor for a two story building. No building shall be constructed less than twenty-five feet (25') from the front line of any Lot, or six feet (6') from the rear or side of any Lot, and no building shall exceed a height of thirty feet (30'), unless otherwise approved by the Committee. An additional setback of one foot (1') for every two feet (2') of building height over ten feet (10') is required for Side Lot Lines and Rear Lot Lines.



e. Each parcel shall have a driveway with a garage for not less than two automobiles. All driveways shall be paved with asphalt or other suitable hard surface materials such as brick or concrete pavers. Driveways shall extend to the street asphalt and match the height and grade of the street and right-of-way, and must be approved by the design review committee.

f. Each lot shall have a photo electric dusk to dawn yard light installed within ten feet (10') of the front property line, to be maintained by Lot owner.

g. Two or more adjoining Lots which are under the same ownership may be combined and developed into one lot. Setback lines along the common boundary line of the combined parcels may be removed with the written consent of the Committee, if the Committee finds and determines that any improvements to be constructed within these setback lines will not cause unreasonable diminution of the view from other Lots. If setback lines are removed or easements changed along the common boundary lines of combined Lots, the combined Lots shall be deemed one Lot and may not thereafter be split and developed as two Lots but shall be developed as, and remain, a single Lot.

h. No trailer house, motor home, recreational vehicle or garage shall be used as a temporary or permanent residence nor shall any residential structure be moved onto said subdivision from any other location. When the erection of any structure is begun, the work thereon must be prosecuted diligently, and said structure must be completed within eighteen months.

i. No animals, livestock, poultry or swine of any kind shall be raised, bred or kept on any lot except that a maximum of two dogs or two cats or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purposes. Dogs, when outside, must at all times be in an enclosed yard, kennel, leashed, or under the owner's supervision.

j. Any improvements (including bridges and culverts) that traverse a drainage channel must be designed so as to minimally restrict the flow of that channel during high water. Wherever possible, drainage channels are not to be changed or culverted, and they are to be kept as clear and free flowing as possible.

k. No fences shall exceed six feet (6') in height and the design and color must be approved by the Design Review Committee.

l. No trailer, boat, camper, satellite dish or clothes line shall be kept on any Lot except within an enclosed building or screened from public view from outside the Lot.



Any screening shall be done in accordance with the intentions of these restrictions and be approved by the Committee.

m. No sign of any kind shall be displayed to the public view on any Lot except as permitted by the Committee.

n. Should delivery conditions or regulations dictate that there be free standing newspaper receptacles or mail boxes, the type of box and/or cluster arrangement shall be determined and/or approved by the Committee.

o. No Lot shall be used or maintained as a dumping ground for rubbish, machinery, equipment or motor vehicles. Trash, garbage or other waste shall not be kept except in containers or other equipment for temporary storage and disposal of such material shall be kept in a clean and sanitary condition and shall not be exposed to public view.

p. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two (2) and six (6) feet above the roadways shall be placed or permitted to remain on any corner Lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet (25') from the intersection of the street lines, or in the case of a rounded property corner, from the intersection of the street property lines extended. The same sight-line limitation shall apply on any Lot within ten feet (10') from the intersection of a street property line with the edge of a driveway or alley pavement. No trees shall be permitted to remain within such distances of such intersection unless the foliage line is maintained at a sufficient height to prevent obstructions of such sight-lines.

q. No trees, shrubs, or plants known to be subject to noxious pest infestations may be planted or grown on any parcel.

r. No commercial stock in trade or fixtures for said stock in trade may be kept or stored upon any parcel.

s. 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 neighborhood. All lots and improvements thereon shall be kept and maintained by the Owner thereof in a clean, safe, attractive and sightly condition and repair.

t. Easements for installation and maintenance of utilities are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements.



The easement areas of each lot and all improvements in it shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible.

u. No vehicle repairs shall be permitted on any streets or driveways.

v. No commercial or industrial trucks, trailers or vehicles shall be stored or parked on any Lot or on any of the streets fronting on any Lot except within the garage or in conjunction with residential deliveries or the transportation of horses. Horse trailers are not prohibited, but shall be kept in garages or otherwise reasonably screened from public view. Nothing herein shall prohibit non-commercial pickup trucks and light trucks and vans.

w. All utilities upon any Lot for the transmission of telephone service, the reception of audio or visual signals or electricity, and all pipes for water, gas, sewer, drainage, or other utility purposes, shall be installed and maintained by the Owner below the surface of the ground unless otherwise approved by the Committee.

x. No activities shall be conducted on any Lot and no improvements constructed thereon which are or might be unsafe or hazardous to any person or property, without limiting the generality of the foregoing, no firearms shall be discharged upon any Lot. No open fires shall be lighted or permitted on any lot, except while under the direct supervision, control and surveillance of the lot owner, provided, however, burning trash, garbage and other refuse is prohibited.

y. Within one year after any occupancy permit is issued, the owner must plant and thereafter properly maintain front yard landscaping including not less than two (2) trees per Lot. Front yard landscaping shall include fifteen (15) feet of the street right-of-way. No berm, tree or shrub may be planted or placed in the street right-of-way.

ARTICLE IV - DESIGN CONTROL

4.01 The Design Review Committee shall be composed of three (3) persons as may be appointed by the Declarant. In the event of death or resignation of any member of the Committee, the remaining members shall have full authority to designate a successor.

4.02 In the event of the absence of any member when the Committee is called upon to act, the remaining members shall have full authority to designate a replacement member for that occasion only, and not as a permanent member.

4.03 Neither the members, their successors, nor their replacements shall be entitled to any compensation for services performed pursuant to these covenants.



4.04 No member, temporary or permanent, shall incur liability by reason of any act or omission of an act in exercising the duties herein established.

4.05 No changes in the existing state of any of the Property shall be made or permitted without the prior written approval of the Committee. Changes in the existing state of the Property shall include without limitation, fences, the construction of any building, structure or other improvement, including utility facilities, the excavation, filling or similar disturbance of the surface of the land, including, without limitation, change of grade, stream bed, ground level or drainage pattern, the clearing, marring, defacing or damaging of trees, shrubs, or other growing things; the landscaping texture or exterior appearance of any previously approved change in the existing state of the Property.

4.06 The Committee shall have complete discretion to approve or disapprove any change in the existing state of the Property and shall exercise such discretion with the following objective in mind among others: to carry out the general purposes expressed in this declaration; to prevent violation of any specific provision of this declaration or any supplemental declaration; to prevent any change which would be unsafe or hazardous to any persons or property; to minimize obstruction or diminution of the view of others; to preserve visual continuity of the area and to prevent a marked or unnecessary transition between improved and unimproved areas and any sharp definition of boundaries of property ownership; to assure that any change will be of good and attractive design and in harmony with the natural setting of the area and will serve to preserve and enhance existing features of natural beauty; and to assure that any change will require as little maintenance as possible so as to assure a better appearing area under all conditions.

4.07 Prior to expenditures of any substantial time or funds in the planning of any proposed change in the existing state of the property, the Owner of a Lot shall advise the Design Committee in writing of the general nature of the proposed change; shall, if requested by the Committee, meet with a member or members of the Committee to discuss the proposed change; shall read or become familiar with any guides or guidelines which may have been prepared or formulated by the Committee; and shall if requested by the Committee, furnish the Committee with preliminary plans and specifications for comment and review. After the nature and scope of a proposed change in the existing state of the Property is determined and prior to the commencement of work to accomplish such change, the property Owner shall furnish the Committee with one copy of a complete and full description of the proposed change in writing and with final working drawings, drawn to such scale as may be reasonably required by the Committee, showing all the boundaries, showing existing contour lines and elevations at reasonably detailed intervals, showing all existing and proposed improvements, showing the existing and proposed drainage pattern, showing the existing and proposed utility and sanitation facilities, showing the existing or proposed substantial trees and shrubs. There shall also be furnished to the Committee any and all further information with respect to the existing state of the Lot, which the Committee may reasonably require, to permit it to make an informed decision on whether or not to grant approval of the change.



4.08 With respect to all buildings and other structures, the Committee shall require submission in duplicate, of floor plans, elevation drawings, and final working drawings, all drawn to such scale as may be reasonably required by the Committee; description of exterior materials and colors and samples of the same; and final construction specifications. Prior to giving approval to a proposed change in the existing state of a Lot, at least one (1) member of the Committee shall physically inspect the Lot. No proposed change in the existing state of a Lot shall be deemed to have been approved by the Committee unless its approval is in writing; provided, that approval shall be deemed given if the Committee fails to approve or disapprove of a proposed change or to make additional requirements or request additional information within thirty (30) days after a full and complete description of the proposed change and all additional instruments, documents and plans have been furnished in writing to the Committee with a written and specific request for approval. It is the responsibility of each party submitting a plan to the Committee to see that it is dated at the time it is submitted and that the member of the Committee to whom it is submitted verifies that date with his or her initials or signature.

4.09 After approval by the Committee of any proposed change in the existing state of the Property, the proposed change shall be accomplished as promptly and diligently as possible and in complete conformity with the description of the proposed change and any plans and specifications therefor given to the Committee. Failure to accomplish the change strictly in accordance with the description thereof and plans and specifications therefor shall operate to automatically revoke the approval of the proposed change, and, upon demand by the Committee, the Lot shall be restored as nearly as possible to its state existing prior to any work in connection with the proposed change. The Committee and its duly appointed agents may enter upon any Lot at any reasonable time or times to inspect the progress or status of any changes in the existing state of a Lot being made or which may have been made. The Committee shall have the right and authority to record a notice to show that any particular change in the existing state of a Lot has not been approved or that any approval given has been automatically revoked.

4.10 The approval or rejection by this Committee is not intended to state or imply that said construction does or does not meet the requirements of any or all government regulations or restrictions.

4.11 An Elevation Certificate is required for any Lot in the flood plain. First floor levels must be two feet (2') above base flood elevation.

Chantrelle Inc.
an Idaho Corporation

Maxine F. Hazen, President
By: Maxine F. Hazen, President



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State of Idaho

County of Blaine

On this 20th day of November, 1997, before me, a Notary public in and for said State, personally appeared Maxine F. Hazen known to me to be the President of the corporation that executed this instrument or the persons who executed the instrument on behalf of said corporation, and acknowledged to me that such corporation 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.

Cecilia L. Ketchum

Notary Public
Residing at *Wendover*
Commission Expires *1-25-03*

