

DECLARATION OF  
COVENANTS, CONDITIONS AND RESTRICTIONS  
FOR SUBDIVISION OF LOT 5  
KESKA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS:

A. Application

1. Establishment and Enforcement. The undersigned ESTATE OF IRMA C. KESKA, deceased, hereinafter called Declarant, to carry out the purposes herein recited, hereby declares that the real property situate in Adams County, Idaho, hereinafter described, all of which is owned by Declarant and collectively referred to herein as "tract" shall be subject to the protective covenants hereinafter set forth which are established as a plan for the general and uniform improvement of said tract and for the mutual benefit of Declarant and all of its successors in ownership of any portion of said tract, and as amended from time to time as hereinafter provided, are hereby declared to run with the land and to bind the Declarant and all persons claiming under it until terminated. To this end these covenants shall be specifically enforceable by Declarant and by those successors to and assigns of Declarant who directly or through mesne conveyances become and at the time remain the owners of any lot in or part of the said tract.

2. Description of Tract. The premises owned by Declarant and to which these covenants apply are more particularly described as follows, to-wit:

Lots 5-B, 5-C and 5-D in the Subdivision of Lot 5,  
Keska Subdivision, according to the official plat  
thereof on file and of record in Book 2, at page 19,

of Plats, in the office of the Recorder of Adams County, Idaho.

3. Delineation of the Dominant and Servient

Tenements. Said tract as a whole is hereby declared to constitute the dominant tenement for the benefit of every lot in which and every part of which these covenants are created, and each lot in said tract is hereby declared also to be the servient tenement hereby made subject to these restrictions as a mutual equitable servitude on each for the benefit of the others. Each person who accepts ownership of any interest in any lot subject to these covenants thereby irrevocably indicates his consent to assume all of the risks and perform all of the obligations herein imposed on the owner of a servient tenement, including those in Article B hereof.

4. Definitions. (a) A "lot" is a parcel designated as such on a recorded map of any part of said tract.

(b) "Owner" means one or more persons owning title to a lot of record, unless the lot is then being sold under an executory contract of sale, in which latter case the contract buyer is meant, but not in any case the holder of a mortgage or other security interest, easement, lien, encumbrance, or leasehold.

B. The Protective Covenants. The following are the protective covenants hereinabove referred to:

1. Residential Use. No lot shall be used for other than residential purposes. Permissible residential use includes the construction and occupation of not more than one single-family residence on any one lot, by not more than one family, all of whose members shall be related to one another by blood or marriage, plus

such of its servants and guests as may reside with it temporarily. Garages and out-buildings in connection with said residences shall be permitted.

No commercial activity of any kind shall be permitted on any lot.

Visitors and guests may park a camper, motor home or trailer for a reasonable term, not to exceed two weeks duration nor more than 30 days each calendar year.

2. Structures and Landscaping. A residence shall contain a minimum of 1,000 square feet of living space and all construction must be of good quality and done in a good and workman-like manner. Structure shall include the alteration, construction, or installation of any building, fence, antenna, flag pole, patio, retaining wall, dam, windmill or similar object.

Landscaping shall include any alteration of the natural surface of the land including the removal or addition of any plant, trees, or shrubs, with the exception of normal lot clean-up and maintenance.

All landscaping, exterior structure surfaces, dimensions, and location on lot shall be approved by the Declarants prior to commencement of any work thereon. No structure or landscaping shall be approved which shall detract from the attractiveness or desirability of the subdivision.

No reflective roofing material may be exposed on any lot. All exterior walls of any structure shall be of natural materials such as wood, stained wood, rock or brick. Prior to construction samples of such materials must be approved by the Declarants.