

DECLARATION OF COVENANTS

KNOWN ALL MEN BY THESE PRESENTS:

RIVERBEND ESTATES WATER-USERS ASSOCIATION, INC., the following described premises, situated within the County of Power, State of Idaho, to-wit:

Lots 1 through 30 inclusive

Each and every one of these covenants, conditions, reservations, and restrictions is, and all are for the benefit of each owner of the land in such subdivision, or any interest therein, and shall inure to and pass with each and every parcel of such subdivision, and shall bind the restrictive successors in interest of the present owner thereof until January 31, 1998, after which said covenants will continue automatically for periods of ten years each unless altered or abrogated in writing by the written consent and agreement of the majority of the owners of the property subject to these covenants. These covenants, conditions, reservations, and restrictions are, and each thereof is imposed upon such lots, all of which are to be construed as restrictive covenants running with the title to such lots and with each and every parcel thereof.

If the owners of such lot or lots, or any of them, or their heirs or assigns, shall violate any of the covenants hereinafter set out, it shall be lawful for any other person owning real property situated within such subdivision to prosecute any proceedings at law or in equity against the person or persons violating any of such covenants, and either to prevent him from so doing or to recover damages for such violations, or both.

Invalidation of any one of these covenants by judgement or court order shall in no wise affect any of the other provisions, which remain in full force and effect.

Said restrictive covenants are as follows, to-wit:

I

LAND USE AND BUILDING TYPE

A. No lot shall be used except for one single family residential purposes. No building or structure intended for or adapted to business purposes, and no apartment house, lodging house, rooming house or other multiple family dwelling shall be erected, placed, permitted or maintained on such premises, or any part thereof except for single family dwelling, which shall contain a minimum of 1,200 square feet of living space on the main floor of a single floor residence or if a split level or two story the main floor must be 1,100 square feet with a total of 1,800 square feet in addition to any finished area in the lower level or basement.

B. All dwellings shall have an attached garage of sufficient size to accommodate at least two automobiles or pickup trucks or

similar vehicles.

C. No mobile home may be placed on any lot in the subdivision under any conditions.

D. All storage buildings and barns or stables shall be of new construction and new materials, excepting if exterior be of older construction it must be painted and maintained in a new condition. All buildings shall be subject to the approval of the Architectural Control Committee.

E. No more than one dwelling shall be erected on any one lot as platted on the recorded plat, and all such dwellings shall be limited to single family dwellings. No lot in the subdivision may be re-subdivided to provide more than one building site.

F. All owners shall landscape a minimum lot area of at least 10,000 square feet surrounding their dwelling. The remainder of the lot shall be improved and maintained from noxious weeds. A maximum of 10,000 square feet may be used for yard and garden purposes of a nature that would require regular irrigation from water provided from the community culinary water system. The remaining lot area must be watered from the low pressure irrigation system that serves the property within the subdivision.

G. All building construction shall be completed within twelve (12) months.

II

ARCHITECTURAL CONTROL COMMITTEE

A. In order to further insure the orderly development of the lots platted as an area of high standard, Riverbend Estates Water-users Association, Inc. reserves the power, through the information of an Architectural Control Committee, to control the buildings, structures, and other improvements placed on the lots, as well as to make sure exceptions to these reservations and restrictions as said Committee shall deem necessary and proper are complied with.

B. Whether or not provision thereof is specifically stated in any conveyance of lot made by the owner, or occupant or each and every lot by acceptance of title thereto, or by taking possession thereof, covenants and agrees that no building, wall, fence, or other structure shall be placed upon said lot unless and until the plans and specifications thereof and the plot plan have been approved in writing by the Committee.

C. The Architectural Control Committee shall be composed of the five (5) Board of Directors.

D. Said Architectural Control Committee shall have all powers, rights, and duties as herein specifically set forth:

1. To review and approve or disapprove drawings, plans

and specifications, plot plans, etc., provided by the property owners.

2. Generally supervise the orderly development of the property.
3. Any action by said Committee may be taken by a majority of the members and the members may act without a meeting.
4. The Architectural Control Committee shall have the authority to determine what action must be taken to enforce any of the provisions of these restrictive covenants.

E. Each such dwelling, accessory building, wall or structure shall be placed on the premises only in accordance with the plans and specifications and the plot plan so approved by the Committee. Refusal of approval of plans and specifications by the Committee may be based on any grounds, including purely aesthetic grounds which, in the sole and uncontrolled discretion of the Committee, shall seem sufficient.

F. No alteration in the exterior appearance of buildings or structures shall be made without like approval.

G. If the committee fails to approve or disapprove the plans and specifications within thirty (30) days after written request thereof, than such approval shall not be required: providing, however, that no building or other structures shall be erected which violates any of the covenants herein contained.

III

BUILDING LOCATION

A. No building shall be located on any lot nearer to the front lot line nor nearer to the side street line than the minimum requirements set out below:

1. A minimum of 50 feet from the front lot line or 35 feet from any side street line.
2. A minimum of 20 feet from any interior lot line. All exceptions need written approval of all adjacent lot owners.

B. Building as defined herein includes any residence, garage, barn, storage, or any permanent structure of any nature whatsoever.

IV

TEMPORARY STRUCTURES

A. No structure of temporary character, basement, tent, trailer, shack, garage, barn or other outbuilding shall be used or

placed upon any lot at any time as a residence, temporarily or permanently.

V

LIVESTOCK AND POULTRY

- A. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except as follows:
1. Dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes. The number of dogs, cats or other household pets kept on such premises shall not exceed four (4) in number or any one species.
 2. For each lot there shall be not more than four (4) head of horses, cattle or sheep. However, combinations of horses, cattle or sheep may be kept providing that the owner of any lot shall not harbor, keep or maintain any more than six (6) animals on any one lot.
 3. The owner of each lot may keep domestic water fowl or poultry not exceeding ten (10) in number.
 4. No swine shall be permitted upon any lot under any conditions.
 5. No commercial breeding of any household pets, horses, cattle, sheep, water fowl or poultry shall be permitted nor shall a feed lot operation be permitted on any lot.
 6. All accumulations of animal residue or manure shall be removed from the premises at least twice each year and shall be disposed of in accordance with the regulations of Power County, Idaho, but shall not be allowed to accumulate. Any accumulations not removed by the owners of any lot will require enforcement with appropriate legal action being taken by the Architectural Control Committee. The owners of any such lot shall cause chemical or mechanical means to be used for the control of flies, gnats, mosquitoes or other insects, rodents, or pests.
 7. All animals with the exception of household pets shall be contained by adequate buildings and fences.

VI

COMMUNITY WATER SYSTEMS

A: All of the lots covered by these covenants will obtain water for culinary purposes from a community water system. No property owner shall be permitted to drill an individual well on the property. Each lot shall be entitled to and provided with one 3/4 inch service line stubbed inside the property line. Any use of

the culinary water system for irrigation of lawns or gardens will be limited to 10,000 square feet of surface area. The culinary system will be metered.

B. Water for irrigation of the property within the subdivision will be obtained from a water right in Falls Irrigation District and distributed to the lots through a low-pressure irrigation system. Each lot owner will be assessed his pro-rata share of the water charges based on the size of his lot in relation to other lots in the subdivision.

VII

HOMEOWNERS ASSOCIATION

A. The Homeowners Association will have full authority to set rates sufficient to cover the expenses of operating and maintaining the community water system and also to enforce the other provisions of these covenants.

VIII

EASEMENTS

A. Easements for installation and maintenance of utilities and drainage facilities shall be preserved from any and all lots as shown on the recorded plat thereof or as otherwise afterwards dedicated and recorded. Within the bounds of such easements, no structures, planting or other materials will be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction and flow of drainage channels in the easements, or which may obstruct or retard the use and access of such easement.

IX

NUISANCES

A. 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 annoying nuisance to the neighborhood.

X

TERMS

A. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them until January 31, 1998, after which said covenants will automatically continue for periods of ten years each unless altered or abrogated in writing by the written consent and agreement of the owners of a majority of the lots covered by these covenants.

XI

ENFORCEMENT

A. For violation or breach of any of these reservations and restrictions by any person claiming, by, through, or under the Riverbend Estates Water-users Association, Inc., or virtue of any initial proceedings, the Riverbend Water-users Association, Inc., and the lot owners, or any of them severally, shall have the right to proceed at law, or in equity to compel a compliance with the terms thereof, or to prevent the violation of breach of any of them.

B. The failure to promptly enforce any of the reservations and restrictions shall not bar their enforcement.

C. The invalidation of any one or more of the reservations and restrictions by any court of competent jurisdiction in no wise shall affect any of the other reservations and restrictions, but they shall remain in full force and effect.

XII

SIGNS

A. No sign of any kind shall be displayed to the public view on any lot except one (1) professional sign of not more than five square feet advertising the property for the sales period.

XIII

GARBAGE AND REFUSE DISPOSAL

A. No lot shall be used or maintained as a dumping ground.

B. Rubbish, trash, garbage or other waste shall not be kept except in sanitary containers.

IN WITNESS WHEREOF, we hereby certify that the forgoing revised restrictive covenants were dully adopted by the members of Riverbend Water-users Association, Inc., on the 20th day of April, 1994 that the same are in full force and effect.

Given under our hands and seal of the corporation this 20th day of April, 1994.

Riverbend Water-users Association, Inc.

Terrell K Lindauer
President

DeEtte L Thomas
Secretary

State of Idaho }
County of Power } ss.
CHRISTINE W. ALLENLICHT
NOTARY PUBLIC
This 20 day of April, in the year
of 1994, before me, personally appeared
Terrell K. Lindauer known to me to be the person
whose name is subscribed to the within instrument, and
acknowledged to me that they executed the same.
Christene W. Allenlicht
Notary Public for Idaho

161232

Instrument # _____
Date 8 Time 4:05 PM
Req. of DeEtte Thomas
APR 20 1994
POWER COUNTY AM FALLS
G. SCHAEFER
BY Christene Allenlicht
DEPUTY

21⁰⁰ pd.

State of Idaho }
County of Power } ss.
CHRISTINE W. ALLENLICHT
NOTARY PUBLIC
This 20 day of April, in the year
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acknowledged to me that they executed the same.
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Notary Public for Idaho