

# **River Bend Estates**

## **Protective Covenants**

Whereas, River Bend Estates, L.L.C., an Idaho Limited Liability Company is the recorded owner of the property known as River Bend Estates Subdivision.

River Bend Estates, L.L.C. desires to create a residential development to allow each landowner natural beauty as well as structural beauty for all the landowner's common interest and enjoyment thereof do hereby declare said subdivision to be subject to the following express covenants, stipulations and restrictions, 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 shall be binding upon all parties having or acquiring any right, title or interest in the described lands or any part.

### **GENERAL PROVISIONS**

#### **Term**

These protective covenants, conditions, restrictions, and reservations shall run with the land and shall be binding upon all parties and all persons claiming under them for a period of 25 years, at which time said covenants shall automatically be extended for successive periods of 10 years, unless by a vote of a majority of the owners of the

lots within the subdivision, it is agreed to change said covenants in whole or in part.

### **Amendment**

Except as otherwise provided as above (Term), this Declaration can be amended at any time by a recorded writing executed by seventy-five percent (75%) of the then recorded owners of the lots within the subdivision.

### **Enforcement**

If the parties herein hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the covenants contained herein, it shall be lawful for any other person or persons owning real property situate in said subdivision to prosecute any proceeding against such person or persons at law or in equity to prevent the person or persons from so doing or to recover damages, or other dues for such violation.

### **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 if applicable, the City of Rigby, Idaho or the statutes or laws 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 way affect any of the other provisions, which shall remain in full force and effect.

### **Canal and Ditch Restrictions**

No dwelling shall sit closer than 80 feet from the high water mark of the Great Feeder Canal or any other canal bank. No property owner shall degrade, reduce, manipulate, or affect in any negative way the integrity of the canal banks or the free flow of the water therein. No lot may restrict the access of any canal company from accessing their easement that runs parallel with the banks.

Each property owner agrees that any canal company has the right to maintain, build up, clear, and clean the canal, the canal banks, or its easement at any time. No structures will be built over, under, or through the canal without express written consent. No water may be taken from any canal company for any purpose without the appropriate ownership. Additionally, no water may be taken from any canal, ditch or pond without appropriate water rights. Nothing shall be deposited in the ditches, canals, river, ponds, or any other waterway that would pollute the water. The banks of the ponds that fall within the deeded boundaries of a private owner is to be maintained by the same property owner. Pond lots that may be adjoining will require an agreement between those adjoining property owners to share equally in the pond maintenance and cost.

## **ARCHITECTURAL DESIGN BOARD**

### **Membership**

The Architectural Design Board shall be composed of at least three members. Initially, that Board shall be composed of the Manager of the Company (River Bend

Estates, L.L.C. , and two more persons that the Manager shall appoint. In the event that any member ceases to serve, then a resident owner of any lot located in this subdivision shall replace him/her.

### **Procedure**

No building, fence, wall, or other structure shall be commenced, erected, or maintained upon any lot or lots, nor shall any exterior addition to or change or alteration be made thereon until the plans and specifications showing the nature, kind, shape, height, materials, color and location of same shall have been submitted to the Architectural Design Board. All plans and specifications submitted to the Architectural Design Board must be submitted in writing with a written request for approval. The Board's approval or disapproval shall be in writing within 30 days of receiving the submission. If no response is received from the Board within the 30 days, and no suit to enjoin the construction has been commenced before completion thereof, approval will not be required and the related covenants herein shall be deemed to have been fully complied with. The Board's decision shall be final and binding upon all parties concerned.

Neither the Board nor any member shall be liable to the association, or to any other for any loss, damage, or injury arising out of or in any way connected with the performance of the Board's duties, unless due to the willful misconduct or bad faith. The Board shall review and approve or disapprove all plans submitted to it for any proposed improvements, 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 above described real property generally. The Board shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes, materials and similar features. The Board shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, any plan or design from the standpoint of structural safety or conformance with building or other codes.

### **Variances**

The Architectural Design Board 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 Board will be that design, exterior finish, and location harmonize with, and compliment the natural environment to the fullest extent that is practicable. Request for variances shall be made to the Board in writing, and the Board's decision shall be made in writing within 30 days of the request.

## **RESIDENTIAL AREA COVENANTS**

### **Land Use and Building Type**

No lot shall be used except for residential purposes. Provided, however, a home occupation may be carried out in any residence so long as it does not interfere with the

residential character of the dwelling or neighborhood, is secondary to the use of the residence as a dwelling place causes no undue parking or traffic problems, and does not have the outward appearance of a business. If two or more contiguous lots are owned by the same owner or owners, they may be combined into one or more larger lots by means of a written instrument, executed and acknowledged by all of the owners of said lots and the instrument shall reflect approval. All residences erected, altered, placed or permitted to remain on any lot shall have a private garage for not less than two motor vehicles for any residence, or any such other storage buildings of similar type of construction to the house, as may be approved by the Architectural Design Board. No fence shall be constructed on the canal right-of-way that would prevent the canal company access for maintaining the canal. No lot shall be subdivided or its boundary lines changed except with the prior written approval from River Bend Estates, L.L.C. There shall be no hunting of wildlife or fowl on the property to preserve the harmony of nature and rural development.

### **Dwelling Size**

All dwellings and improvements shall be constructed of good and suitable materials of first-class quality workmanship. The total floor area of the main structure shall not be less than 1600 square feet for a one-story residential dwelling. In the event that a residential dwelling of more than one story is erected, that dwelling shall have no less than 2000 square feet. All residences shall have a private garage of not less than two motor

vehicles. All square footage calculations shall exclude square footage below grade. Also, all square footage calculations shall be exclusive of garages, basements, and open porches. Exceptions are at the sole discretion of the Architectural Design Board.

### **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. Front, side, and back elevations of every home must contain not less than thirty percent (30%) hard materials. All outbuildings must contain not less than 10 percent (10%) hard materials. Hard materials are defined as brick, stucco, stone, drivit, or rock. The Architectural Design Board must approve any other hard material used.

Garage doors, doors and windows are excluded from the percentage calculations. The Architectural Design Board must approve wood as an exterior construction material on a case by case basis. 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 any lot at any time. Also, 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 or as approved by the Architectural design Board. If any driveway is to cross a drainage or decorative ditch, the owner will install, at his own expense, all necessary culverts and coverings prior to

the commencement of any other construction on the lot. The Architectural Design Board must approve the installation of the culvert and any covering.

### **Continuity of Construction**

All structures must be completed (at least the exterior finish) within 12 months from the date of the issuance of the building permit. All improvements on the lot shall be pursued diligently to completion and shall be completed within 12 months of beginning, unless an exception is granted in writing. If an improvement is commenced and construction is then abandoned for more than 90 days or if construction is not completed within the required period, then after notice a fine of not less than \$50 dollars per day shall be imposed as a lien against the lot. The owner, and successors, agree that the Company may record such a lien against the property.

### **Easements**

Easements for installation and maintenance of utilities and drainage facilities are reserved. 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 of 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 area of each lot and all improvements 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.

### **Signs**

No sign of any kind shall be displayed to the public view on any lot, which detracts from the aesthetic qualities of the River Bend Estates development. Small realty signs, builder/contractor signs and garden/yard signs are permitted. Other signs must be approved by the Architectural Design Board.

### **Horses, Livestock, Birds, and Pets**

No animal or livestock of any kind shall be raised, bred, or kept on any lot, excepting horses, dogs, cats, and other domesticated household pets. Dogs, cats, and birds shall not be kept, bred, or maintained for any commercial purposes. All pets kept outside must be restrained in a humane manner. Kennels, runs and leash areas must be kept clean and sanitary and may not be located less than 50 feet from any neighboring dwelling, and to the extent possible such shall be located to the rear of the property. Noisy animals, such as incessantly barking dogs must be controlled by the owner. No animals or pets shall be allowed to run about the development without a responsible attendant. No pets may be kept in unreasonable numbers.

### **Nuisances**

No noxious or offensive trade or 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 be or may become an annoyance or nuisance to the neighborhood.

### **Electronic Equipment**

No electronic equipment may be permitted in or on any lot that interferes with the television, radio reception or internet access of another lot. Any radio, television antennas, dishes, or internet access devices must be inconspicuous.

### **Garbage Disposal**

All trash, garbage, and other debris shall be promptly hauled away from the subdivision. No burning of trash, garbage or other debris will be permitted. Lot owners will be responsible for construction of a garbage can enclosure for protection from animals & wildlife and for aesthetic purposes. Construction trash and rubble can accumulate, but must be removed periodically during construction and all construction trash completely removed within 30 days after completion of construction. No lot shall be used or maintained as a dumping ground for rubbish or debris.

### **Parking**

The garage must be completed prior to occupancy. No owner's vehicles shall be parked on any street. No boat, motor home, travel trailer, other recreational vehicle or commercial truck, may be stored on any street or on any lot without the same being enclosed or parked no closer than 100 feet from the nearest roadway. Also, no wrecked or junked motor vehicles shall be placed upon the premises.

### **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 manner as to not detract from the subdivision as a whole.

### **Landscaping and Trees**

In order to preserve the natural beauty of the area, no more than 25% of the existing cottonwood, shrubs, or any other brush vegetation may be removed from any lot. This provision does not apply to necessary clearing for the actual construction of a home. Owners of each lot are required to landscape his/her own property and are encouraged to plant additional trees and shrubs to beautify the area. Landscaping shall be attractive, pleasing, and comely in its appearance. Natural areas are permitted, but must be manicured to prevent weed growth, dead timbers, and fire hazards.

### **Wells and Sewer Systems**

All dwellings shall be equipped with septic tanks, wells and sewer systems that are constructed in accordance with the specifications and requirements that conform to all state and county ordinances, regulations or other requirements for placement within any lot, and shall conform to all requirements for placement and separation from wells and sewer systems on adjacent or contiguous properties as well as required set-backs from any moving or surface water. Owner shall conduct no activity on any lot that would result in the presence of any hazardous material or contamination on the property or to any

adjacent/adjoining body of water.

**Architectural Design & Control**

No buildings, fences, or hedges shall be erected, placed, planted, or altered on any lot until the construction plans and specifications and a plan showing the location of the proposed structure on the lot are approved by the Architectural Design Board as to the quality of workmanship and materials, harmony of exterior design with existing structures, and as to location with respect to topography and finish grade elevation. The Architectural Design Board shall approve any fence or wall that is erected, placed, or altered.

IN WITNESS WHEREOF, I have set my hand and seal this 15<sup>th</sup> day of April, 2002

Jim Bernard, Manager  
River Bend Estates, L.L.C.

STATE OF IDAHO )

ss.

County of Jefferson )

On this 15<sup>th</sup> day of April, 2002, before me, the undersigned, a Notary Public in and for said state, personally appeared Jim Bernard, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

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

Notary Public for Idaho  
Residing in Rigby, Idaho

Commission expires on:

**AMENDMENTS TO THE PROTECTIVE COVENANTS**  
**For the**  
**RIVERBEND ESTATES SUBDIVISION**

Pursuant to the "General Provisions" under the heading "Amendment" of the "Protective Covenants For the RiverBend Estates Subdivision", which were recorded as Instrument # \_\_\_\_\_, in the records of Jefferson County, Idaho, the undersigned owner of at least seventy-five percent (75%) of the lots of said Subdivision, hereby changes, modifies, and amends said Protective Covenants as follows:

1. The "River Bend Estates Protective Covenants" heading shall be modified to read, "All Divisions within the Subdivision, specifically Divisions 1-3."
2. A third sentence shall be added to page 1, paragraph 2 and will now read as follows: "A RiverBend Estates Homeowner's Association has been created to further implement the needs of the Subdivision and protect the common interests of the landowners."
3. Under the heading "Canal and Ditch Restrictions", a new paragraph will be added that reads as follows: "All water shares are named to the RiverBend Estates Homeowner's Association and are to remain with the property and cannot be sold or transferred as is specifically stated in the bylaws of the RiverBend Estates Homeowner's Association."
4. Under the heading "Easements", three new paragraphs will be added that read as follows:

"Easements exist for the walking paths that are located in the Subdivision. These paths are intended for exercise or leisure and motorized vehicles are prohibited. The walking paths and landscaped areas are meant for the enjoyment of all property owners. No land owner can prohibit others from access to the portion of the pathway that crosses their property".

"The pathway is intended for the use of landowners, their families and guests. The portion of the pathway, and landscaped areas and green grass that is located on each property lot is to be maintained by the individual landowner."

"An easement exists for a water well that is located in RiverBend Estates, Division #1, Block 1, Lot #4 that services the sprinkler system to the pathway, landscaped areas, and common areas within the Subdivision. Upkeep and maintenance on the well and/or existing irrigation pump shall be the responsibility of the RiverBend Estates Homeowner's Association."
5. Under the heading, "Maintaining of Lots", two new paragraphs will be added that read as follows: "The walking path, landscaped areas, and green grass that are located within the pathway easement are the responsibility of each individual landowner. Landowners are responsible for maintaining these areas at their expense and are not allowed to prohibit access by others. Furthermore, landowners are not allowed to change the areas in such a way that it detracts from the original intent or the Subdivision as a whole."

"Common areas that exist within the subdivision are to be maintained through the RiverBend Estates Homeowner's Association."

6. A new heading, "Access to Lots", will be inserted between the heading, "Maintaining of Lots", and the heading, "Landscaping and Trees". A new paragraph will be added under the heading, "Access to Lots" and will read as follows: "Access to all lots will be through interior roadways only. No other access roads may be used or constructed including State Highway 48 or Jefferson County roadway 4400 East."

IN WITNESS of the above amendments, the undersigned has hereunto set its hand in agreement to said "Amendments To The Protective Covenants For The RiverBend Estates Subdivision."

LandMark Development Properties, LLC  
(Formerly RiverBend Estates, LLC)  
Jim Bernard, Registered Agent & Manager

State of Idaho            )  
County of Jefferson    )

On this \_\_\_\_ day of May, 2004, before me the undersigned, A Notary Public in and for said State, personally appeared Jim Bernard, known to me to be the person whose name is subscribed to the within instrument as the registered agent of LandMark Development Properties, LLC, (formerly RiverBend Estates, LLC), and acknowledged to me that he executed the same.

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

SEAL

\_\_\_\_\_  
Notary Public  
Residing at \_\_\_\_\_, Idaho  
Commission Expires: \_\_\_\_\_