

5/20

# STOODARD MEADOWS 2ND ADDITION A RE-PLAT OF LOT 1, BLOCK 1, STOODARD MEADOWS 1ST ADDITION, BEING A PORTION OF THE NE 1/4 OF SECTION 22, T.61N., R.10E., S.3E., KOOTENAI COUNTY, IDAHO

title Company

## OWNER'S CERTIFICATE

KNOW ALL MEN BY THESE PRESENTS THAT PRAIRIE FALLS DEVELOPMENT, LLC, HEREBY CERTIFIES THAT THEY OWN AND HAVE LAID OUT THE LAND EMBRACED IN THE WITHIN PLAT TO BE KNOWN AS STOODARD MEADOWS 2ND ADDITION, A RE-PLAT OF LOT 1, BLOCK 1, STOODARD MEADOWS 1ST ADDITION AS FILED IN BOOK "1" OF PLATS, AT PAGES 447 AND 447A-447C, RECORDS OF KOOTENAI COUNTY IDAHO, LOCATED IN SECTION 22, TOWNSHIP 51, NORTH, RANGE 4 WEST, BOISE MERIDIAN, KOOTENAI COUNTY, IDAHO AND MORE PARTICULAR DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE SOUTHEAST CORNER OF SECTION 22, FROM WHICH A RAILROAD SPIKE MONUMENT MARKING THE SOUTH QUARTER CORNER, SAID SECTION 22, BEARS N 88°12'45" E A DISTANCE OF 2814.50 FEET; THENCE ALONG THE SOUTH LINE OF SECTION 22, N 89°12'45" W A DISTANCE OF 980.36 FEET TO THE INTERSECTION WITH THE EXTENSION OF THE EAST LINE OF LOT 1, BLOCK 1, STOODARD MEADOWS 1ST ADDITION; THENCE, N 01°02'30" E ALONG SAID EXTENSION A DISTANCE OF 50.00 FEET TO A 5/8" IRON ROD MONUMENT MARKING THE SOUTHEAST OF LOT 2, BLOCK 1, STOODARD MEADOWS AND THE NORTHERLY RIGHT-OF-WAY OF PRAIRIE AVENUE; THENCE, CONTINUING N 01°02'30" E A DISTANCE OF 24.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BLOCK 1, STOODARD MEADOWS 1ST ADDITION AND THE TRUE POINT OF BEGINNING FOR THIS DESCRIPTION.

THENCE, ALONG THE PERIMETER OF SAID LOT 1, BLOCK 1 STOODARD MEADOWS 1ST ADDITION THE FOLLOWING COURSES:

N 88°12'45" W, A DISTANCE OF 534.17 FEET TO THE SOUTHEAST CORNER OF LOT 3, BLOCK 1, STOODARD MEADOWS;

THENCE, N 01°47'15" E A DISTANCE OF 95.60 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 1, STOODARD MEADOWS ON THE SOUTH RIGHT-OF-WAY OF ANSWORTH DRIVE;

THENCE, N 08°41'31" E A DISTANCE OF 60.22 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, STOODARD MEADOWS ON THE NORTH RIGHT-OF-WAY OF ANSWORTH DRIVE;

THENCE, N 01°05'07" E A DISTANCE OF 380.00 FEET TO THE NORTHEAST CORNER OF LOT 7, BLOCK 1, STOODARD MEADOWS;

THENCE, N 08°26'15" E A DISTANCE OF 90.00 FEET TO THE NORTHEAST CORNER OF LOT 2, BLOCK 1 STOODARD MEADOWS 1ST ADDITION;

THENCE, N 69°10'42" E A DISTANCE OF 81.61 FEET TO THE EASTERN MOST CORNER OF LOT 3, BLOCK 1, STOODARD MEADOWS 1ST ADDITION ON THE WEST RIGHT-OF-WAY OF COOLIN DRIVE;

THENCE, N 22°29'19" E A DISTANCE OF 78.82 FEET TO THE SOUTHWEST CORNER OF LOT 4, BLOCK 1, STOODARD MEADOWS 1ST ADDITION ON THE EAST RIGHT-OF-WAY OF COOLIN DRIVE;

THENCE, N 79°48'01" E A DISTANCE OF 123.83 FEET TO THE SOUTHEAST CORNER OF LOT 4, BLOCK 1, STOODARD MEADOWS 1ST ADDITION;

THENCE, N 10°11'59" W A DISTANCE OF 88.17 FEET TO THE NORTHEAST CORNER OF LOT 4, BLOCK 1, STOODARD MEADOWS 1ST ADDITION;

THENCE, N 09°44'55" E A DISTANCE OF 142.32 FEET TO THE SOUTHWEST CORNER OF LOT 8, BLOCK 1 STOODARD MEADOWS 1ST ADDITION;

THENCE, S 68°57'08" E A DISTANCE OF 107.59 FEET TO THE SOUTHEAST CORNER OF LOT 8, BLOCK 1, STOODARD MEADOWS 1ST ADDITION ON THE WEST RIGHT-OF-WAY OF ANSWORTH DRIVE;

THENCE, S 83°43'23" E A DISTANCE OF 60.25 FEET TO THE SOUTHWEST CORNER OF LOT 9, BLOCK 1, STOODARD MEADOWS 1ST ADDITION ON THE EAST RIGHT-OF-WAY OF ANSWORTH DRIVE;

THENCE, S 88°57'08" E A DISTANCE OF 118.85 FEET TO THE SOUTHEAST CORNER OF LOT 9 BLOCK 1, STOODARD MEADOWS 1ST ADDITION AND THE NORTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID PLAT;

THENCE, S 01°02'30" W A DISTANCE OF 979.63 FEET TO THE SOUTHEAST CORNER THEREOF AND THE TRUE POINT OF BEGINNING

CONTAINING 10.392 ACRES OF LAND, MORE OR LESS.

BE IT FURTHER KNOWN THAT:

DOMESTIC WATER TO BE PROVIDED BY HAYDEN LAKE IRRIGATION DISTRICT.

SEWAGE DISPOSAL TO BE PROVIDED BY THE CITY OF HAYDEN.

THE OWNERS HEREBY DEDICATE ALL RIGHTS-OF-WAY SHOWN HEREON TO THE PUBLIC FOREVER. THE OWNER'S GRANT TO THE PUBLIC, AN EASEMENT 15' IN WIDTH TOGETHER WITH THE RIGHTS OF INGRESS AND EGRESS FOR THE INSTALLATION, IMPROVEMENT,

CURVE	CURVE TABLE			
	LENGTH	RADIUS	CHORD	TANGENT
C1	47.49	30.00	42.69	50.37
C2	84.12	220.00	63.61	42.56
C3	63.74	280.00	63.43	42.18
C4	80.27	280.00	80.00	40.44
C5	0.80	240.00	0.80	0.40
C6	46.76	30.00	42.17	28.83
C7	110.86	70.00	99.63	70.81
C8	42.55	570.00	42.54	21.29
C9	61.66	570.00	61.63	30.86
C10	19.26	630.00	19.26	9.63
C11	75.89	630.00	75.85	37.99
C12	20.03	630.00	20.03	10.02
C13	30.00	370.00	30.00	15.00
C14	74.21	570.00	74.16	37.18
C15	17.61	630.00	17.60	8.80
C16	82.40	630.00	82.35	41.26
C17	15.17	630.00	15.17	7.59
C18	47.13	30.00	42.43	30.00
C19	47.12	30.00	42.42	30.00
C20	12.16	130.00	12.16	6.08
C21	75.00	130.00	73.96	38.58
C22	75.00	130.00	73.96	38.58
C23	43.72	130.00	43.51	22.07
C24	154.37	100.00	142.33	101.30
C25	109.70	600.00	109.54	55.00
C26	109.70	600.00	109.54	55.00
C27	125.56	250.00	124.26	64.14

## NOTARY PUBLIC CERT

ACKNOWLEDGEMENT  
STATE OF IDAHO }  
COUNTY OF KOOTENAI } S.S.  
ON THIS 19th DAY OF MAY, 2004, BEFORE ME, THE UN

# Pioneer Title-Company

THIS INSTRUMENT FILED FOR RECORD  
BY FIRST AMERICAN TITLE COMPANY  
AS AN ACCOMMODATION. IT HAS NOT  
BEEN EXAMINED AS TO ITS EXECUTION  
OR AS TO ITS EFFECT UPON THE TITLE

W4338

## PROTECTIVE RESTRICTIONS AND COVENANTS OF STODDARD MEADOWS SECOND ADDITION

**1870803**

The undersigned, Viking Construction, Inc. an Idaho Corporation, Grantor, being the owner of the property hereinafter described, See Exhibit 'A', hereby adopts the following covenants in their entirety to apply to real property contained in the subdivision known as Stoddard Meadows Second Addition.

### LAND USE AND BUILDING TYPE:

1. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single-family dwelling, single-family dwelling shall not exceed two and one-half stories in height, and a private garage for not more than three cars, or less than two cars for each living unit.

2. The following covenants shall run with the land and be in force and effect for thirty (30) years hereafter unless sooner terminated by agreement of the owners of seventy-five (75%) of the land in the subdivision and are as follows, to wit:

3. No building, fence, wall, structure, improvement or obstruction shall be placed or permitted to remain upon any part of said property unless a written request for approval prior to construction thereof containing the plans and specifications therefor, including exterior color scheme, has been approved in writing by a majority of the Architectural Committee or by its representative designated by a majority of the Committee. The approval of the Committee shall not be unreasonably withheld if the said plans and specifications are for improvements which are similar in general design and quality, and generally in harmony with the dwellings then located on said property.

4. Each living unit shall be required to have a hard-surface driveway to street, and minimum of two off-street automobile parking spaces. Permanent or seasonal storage of boats, trailers, campers and recreation vehicles is prohibited except in rear or side yards enclosed with a sight obscuring fence or within a garage, and the same shall not park on streets or front yards for more than 24 hours at any one time. Semi-truck and/or trailers are prohibited from parking on the streets except while making deliveries.

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5. Fences shall not extend closer to any front property line than (25) feet without express approval of the Architectural Committee, and shall be of good quality and workmanship and shall be properly finished and maintained. The location of fences, hedges, high plantings, obstructions or barriers shall be so situated as not to unreasonably interfere with the enjoyment and use of neighboring properties and streets and shall not be allowed to constitute an undesirable or noxious or nuisance use. The determination of the Architectural Committee shall be binding on all parties as to whether an undesirable, noxious use exists. Fences shall be limited to the height authorized by the City of Hayden; however, no fence shall be higher than three (3) feet in the front yard and six (6) feet in the back yard.

6. Prior to any construction being commenced, two set of plans and specifications shall be submitted to the Committee - One set shall be dated and receipt acknowledged by the Chairman of the Committee and returned immediately to the owner.

7. Building set-back restrictions shall be in accordance with the City of Hayden Zoning and Subdivision laws.

8. Time limits - All new construction commenced shall be completed within six (6) months thereof and all front and side yards shall be landscaped, including at least one 6' tree, and completed within six (6) months from the date of occupancy thereof, except in the event of delay caused by weather conditions.

9. No building shall be moved onto the above premises.

10. No shack, tent, trailer house, mobile home, modular home or basement only shall be used within this subdivision for living quarters, permanent or temporary, except for the grantor's or builder's office during the sales and construction period.

11. Nothing of an offensive, dangerous, odorous or noisy kind shall be conducted or carried on nor shall anything be done or permitted in said subdivision which may be or become an annoyance or nuisance to the other property owners in said subdivision.

12. No animals, livestock, or poultry of any kind, shall be raised, bred, or kept on any lot except for not more than 3 small household pets, provided they are not kept, bred or maintained for commercial purposes and are kept inside a building or are contained within a sight obscuring fence, and are constrained on a leash while in common or public areas.

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13. No grantee under any conveyance, owner, tenant, or other person shall at any time conduct, permit to be conducted on any lot, any trade or business of any kind, nor shall said premises be used for any other purpose whatsoever except for the purpose of a private dwelling or residence for one family. Home occupations of family members are allowed provided they are conducted totally within the residence, are not open to the public, have no employees and do not generate extra vehicular traffic or street parking. No oil exploration or development of any nature or kind or mining exploration, development or structure shall be permitted, erected, maintained, or used and shall be entirely prohibited upon the lots of this subdivision.

14. The Architectural Control Committee shall have the authority to allow detached garages and auxiliary use buildings provided these buildings match the exterior of the main structure in exterior appearance, when, in the opinion of the Committee, said detached buildings would not be unduly detrimental to the neighborhood or inconsistent with the objectives of these covenants. Prior approval is required.

15. Lot purchasers shall be responsible for the maintenance of swales adjoining their lot. No roots, wood chips, bark, or other decorative ground cover shall be placed in the swales.

## **UTILITIES**

Easements for installation and maintenance of utilities and drainage facilities are reserved, as shown or indicated on the recorded plat of said subdivision over the areas indicated on said plat. No Broadcast transmission antenna shall be permitted on any lot except when located at ground level in the rear yard where it cannot cast a shadow on adjoining lots, and less than 25 ft. tall. All public and private utility lines shall be located underground.

## **SIGNS, LIGHTING, AND MAIL BOXES**

No signs of any kind shall be displayed to the public view on any lot except for one temporary professional lettered sign of not more than 5 square feet advertising the property for sale or rent, or signs used by a builder or the undersigned Owner to advertise during the construction and sales period. All exterior lighting must be of a controlled focus nature and intensity, and shall not disturb adjacent property owners. The Architectural Control Committee shall have the authority to designate the type, style and

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location of mail boxes for placement throughout the subdivision, which shall be maintained by the owners.

## REFUSE DISPOSAL, STORAGE OF MATERIALS AND PARKING

1. No lot or building site included within this subdivision shall be used or maintained as a dumping ground for waste or material. Incinerators are not permitted. Trash, garbage, and other waste shall not be kept except in sanitary containers which shall be kept screened and concealed from the view of other lots and all public ways.

2. Parking of boats, trailers, motorcycles, trucks, truck-campers, and like equipment, or junk cars or other unsightly vehicles shall not be allowed on any part of said property, nor on public ways adjacent thereto excepting only within the confines of an enclosed garage, or other approved enclosures, and no portion of same may project beyond the enclosed area. Parking of automobiles or other vehicles on any other part of the property shall be prohibited except within garages and or other approved areas. The Architectural Committee shall be the sole and exclusive judges of approved parking areas. Their decision shall be final and binding.

3. All building materials and equipment will be kept within the property line during construction. Machinery and building equipment shall be removed upon completion of construction.

## TERMS OR RESTRICTIONS AND ENFORCEMENT

1. These covenants shall run with the land and shall be binding on all persons owing under them for a period of thirty (30) years from the date of the recording hereof, after which time such covenants shall be automatically extended for successive periods of ten (10) years, unless at any time after the initial recording of this instrument, an instrument signed by the owners of seventy-five (75) percent of the land of the subdivision has been recorded agreeing to change or terminate said covenants in whole or in part.

2. Property owners within said subdivision shall be entitled to enforcement at law or equity against any person or persons violating or attempting to violate any covenant herein after ten (10) days notice thereof in writing served on the offending party. In the event of a judgement against any person for such a violation, the Court may award injunction against further violating, require such compliance as Court deems necessary, pay

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such costs as may be suffered or incurred, and such other or further relief as may be deemed just and equitable.

3. Any owner, or owner of any recorded mortgage or deed of trust upon any part of said property, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

#### ARCHITECTURAL CONTROL COMMITTEE

1. A committee of three (3) persons shall act as an architectural design committee and shall, prior to any new construction in said subdivision, be furnished with detailed plans of any proposed building to be located in said subdivision and shall be allowed fifteen (15) days to review said plans, drawing and specifications. If said committee shall approve of the proposed building, or any modification or alteration thereof, they shall so indicate and their approval shall be construed as full compliance with the provisions of Paragraph (1) of the original Covenants.

2. Said committee shall have the sole discretion to determine what shall be substantial compliance with said Covenants. No buildings or fences shall occupy any portion of said subdivision without the prior approval of said Committee.

3. A majority of said committee is empowered to act for the committee. In the event any member of the Committee is unable to act or fails or desires not to act, the remaining committee members shall appoint an owner of a lot in said subdivision to serve on said committee, all committee members will serve without compensation. Neither the grantor nor the member of the committee shall incur any liability by reason of any act or omission of the Committee.

The membership of the Architectural Control Committee shall be composed of:

Wendell Olson

John W. Zak

Ricky G. Vance

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In witness whereof, WE, the undersigned, owners of the property in said subdivision have hereunto placed our hands this 14th day of April, 2004.

Viking Construction, Inc.

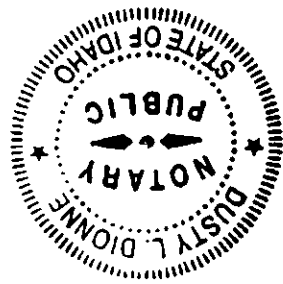
Wendell Olson

Wendell Olson, President

STATE OF IDAHO )  
 ) ss  
COUNTY OF KOOTENAI )

On this 14th day of April, 2004, before me, the undersigned Notary Public in and for the State of Idaho, personally appeared Wendell Olson

known to me to be the persons whose names subscribed to the foregoing instrument, and acknowledged to me that they executed the same.



Dusty L. Dionne  
NOTARY PUBLIC FOR IDAHO

Residing at: Kootenai County

MY COMMISSION EXPIRES 9/2/2004, 2004

# Pioneer Title Company

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## EXHIBIT "A"

IN THE STATE OF IDAHO, COUNTY OF KOOTENAI

Lots 1, 2, 3, 4, 5, 6, and 7, Block 1. Lots 1, 2, 3, 4, and 5, Block 2. Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17, Block 3. Lots 1, 2, 3, 4, 5, 6, and 7, Block 4. **STODDARD MEADOWS, 2nd ADDITION** according to the plot recorded in Book "J" of Plats at Page 20, records of Kootenai County, Idaho.

STATE OF IDAHO  
COUNTY OF KOOTENAI  
AT THE REQUEST OF \_\_\_\_\_  
First American Title Company

2004 APR 19 P 1:41

DANIEL J. ENGLISH *DB*

DEPUTY

FEES 21.00