

DECLARATION OF CONDITIONS, PROTECTIVE COVENANTS AND RESERVATIONS
OF
RUBY HILLS SUBDIVISION

The following Declarations of Conditions, Protective Covenants and Reservations shall be binding on all that property described in Exhibit A (hereafter called “the property”) and inure to the benefit of all those tracts, and/or parcels that are created upon said land.

ARTICLE I

Construction

There shall be no time limit as to when a property owner must start to build a residence on the property. However residences and out buildings must have outer shell (complete roofing, siding, painting/staining) completed within one year from the start of construction.

All paint/stain, and roofing must remain consistent with that of Earth tones. No bright, neon, or extravagant colors will be allowed. **THIS SHOULD STATE SOMETHING TO THE EFFECT OF ARCHITECTURAL COMMITTEE WILL HAVE FINAL SAY, otherwise who is deciding what those materials and colors actually are.**

Residences must have a minimum of a 1600 square foot “footprint” to keep the subdivision in a uniform beauty, and prevent the usage of “tiny homes” in the subdivision.

Or Residences must have a minimum of a 1600 square foot “footprint” to build a community of style and materials the blends well, and in conformity with the surrounding natural beauty of the area while creating an aesthetic unity among the homes and dwellings so as to maintain a cohesive architectural and design quality that will ensure the values of the homes to be built within the Ruby Hills community.

All structures must be built upon a solid foundation. No mobile homes, camper trailers, RVs etc will be allowed on the property unless stored in a garage or outbuilding to keep a uniform **cleanliness and** beauty within the subdivision. Owners may live in **non-permanent** camper trailer, or RV during the construction of a permanent residence on the property and not to exceed one year from start of construction. Start of construction will be considered the time when excavation has commenced. **No mobile homes shall be allowed non-permanent or otherwise at any time.**

ARTICLE II

Fencing

_____ If the property owner desires to have a fence. Fencing must be uniform with the rest of the property. An “Elk Fence,” wood post and pole fence are the two acceptable fences for the subdivision. Architectural committee approval will be required for type of fencing materials; and they will be looking for an aesthetic appeal or quality that will not diminish the general appearance and values of the community.

ARTICLE III

Animals

The property owners shall be allowed to have certain animals on their properties except no pigs (swine). (no goats?) If the property owner has dogs; dogs must either be leashed, kenneled or kept within a fence immediately around the permanent residence not to exceed a radius of 100 ft from permanent residence. The subdivision is to be kept as a “safe zone” for wildlife for the enjoyment of all property owners and their guests. Residents shall recognize and acknowledge that this community is being built on what is currently considered a wildlife corridor (particularly for elk and deer) and the residents mutually agree and respect this and want to maintain that environment.

ARTICLE IV

Well and Septic Systems

All well and septic system installations and maintenances are to remain the responsibility of each individual property owner. Individual Property owners shall be responsible for any runoffs resulting from their own wells or septic as required and maintained by the State of Idaho Department of Water Resources, the County Health District, Boise County, and the State of Idaho.

ARTICLE V

Road Maintenance Agreement

INSERT ROAD LEGAL DESCRIPTION

- Each of the parties listed above shall contribute equally, according to each lot owned to the maintenance and repair of the above described roadway.
- No party is authorized to or shall expect any other party to improve the roadway by lacing (laying?) gravel without prior written agreement of all the other

parties to gain reimbursement. Work done without permission of the other parties will not be subject to reimbursement by the other parties unless agreed to as below.

- The parties agree to use the roadway for normal entering and leaving (ingress and egress) purposes relating to the property they own adjacent. Any party using the roadway in any manner or any equipment that does significant damage, shall be responsible for repairing the damage at their own expense as determined by the majority of the property owners. The majority shall be defined as a simple majority (51%) of the property.

- The parties agree to share equally to the expense of drainage ditches, conduits, tiles, and culverts, required by the Boise County Road and Bridge Supervisor, the US Forest Service or other governmental authority in order to the assure sale, passable condition of the road for their lot shall not be subject to reimbursement by the other parties. This needs to be defined as to what/how much/ etc.---because a buyer will want to know that he is not inheriting a cost right now that he has not control over in the future

- This agreement shall be binding on their heirs, successors, and assigns of the parties signing this document.

- All payments for road maintenance are to be submitted to Ruby Hills Subdivision escrow account held at Pioneer Title within 14 days of approved road maintenance bid. Pioneer Title will then pay all maintenance fees from said account.