

# Pinehaven CC&R's

Effective May 4, 1977

Section 16 amended June 15, 1980

Section 7 amended September 20, 1985

Section 8 amended June 1, 1998

Section 16 Amended August 15, 1998

Sections 25 & 26 amended September 20, 1999

Section 3, 7, 8, 9, 11, 12, 15, 16, 21, 24, 26 amended; section 20 deleted, and section 27 added, September 15, 2000

Sections 10 and 26 amended November 21, 2003

Sections \* and 23 amended November 17, 2018

**Section 1** The provisions hereinafter set out shall, after adoption, apply, in all respects, to each of the four (4) Divisions of the Pinehaven Subdivision in Fremont County, Idaho, and to each of the three (3) Divisions of the North Pinehaven Subdivision in Fremont County, Idaho.

**Section 2** All presently existing buildings, sewer systems, activities, signs and fences which comply and conform to the Protective Covenants now in effect for any of the Divisions of Pinehaven or North Pinehaven shall be deemed to comply with these Amended Covenants.

**Section 3** These covenants shall become effective for each Division of Pinehaven and North Pinehaven upon their adoption by a majority of the property owners.

**Section 4** These covenants, conditions and restrictions are to run with the land and shall be binding upon all parties who now own or shall hereafter acquire any estate or interest in the land hereinabove described, or any lot portion or parcel thereof, as well as all persons claiming to to claim under them, for a Period of twenty-five (25) years from the date of the recording of these Amended Protective Covenants, after which time the said Covenants will automatically be extended for successive periods of ten (10) years each unless they shall be modified or revoked as hereinafter provided.

**Section 5** Each Section hereof shall be deemed an independent restriction or covenant and should any provision be ruled to be unenforceable, unconscionable or unconstitutional, or for any other reason deemed invalid, all remaining Sections shall be considered to be valid.

**Section 6** Block 7 of Pinehaven Division Three, excepting property which extends the northern boundary of Lot 1, Block 11 of Division Three of Pinehaven to extend both the westerly and easterly property lines to a distance of one hundred (100) feet, and further excepting that property within Block 7 to straighten the southern boundary line of Lot 44, Block 1, Division Three of Pinehaven, so that the line will be an extension of the southerly boundary line of Lot 45 of Block 1, Division Three, which excepted properties shall be designated as property of the owner of the Lot thereby extended or increased, shall be designated for the exclusive use of Pinehaven and North Pinehaven property owners and guests for recreational purposes.

It is further provided that one (1) non-denominational Church building may be constructed upon said Block 7. Any such Church building shall comply with the provisions of Section 11, 12, and 13 (s far as they relate to residential property) of these Amended Protective Covenants, excepting that such Church building need not be a "single family dwelling" and may exceed the height limitations provided.

**Section 7** There is hereby established a Pinehaven Planning Board which shall be composed of seven (7) Directors, to represent the property owners adopting these Amended Covenants. Each Director shall be the record owner, according to the records of Fremont County, Idaho, of property within a Division of Pinehaven or North Pinehaven. The term of each Director shall be four (4) years, except as hereinafter provided. In the event of death, resignation, or incapacity of any Board member, the remaining members shall have full authority to designate a successor to serve the unexpired portion of the term. Furthermore, in specific circumstances, a majority of the Board (four members) may designate a representative to act for the Board. Elected Board members shall not be entitled to compensation for any services performed pursuant to these covenants.

The Pinehaven Planning Board shall be elected by the property owners of Pinehaven And North Pinehaven Divisions attending the annual meeting to be held in the second week of July of each year. Such meeting shall be held within the geographical boundaries of Pinehaven or North Pinehaven.

No Director may succeed himself except by the vote of seventy-five percent (75%) of those present and voting at a regularly designated meeting of property owners of Pinehaven and North Pinehaven Divisions. The Directors of the Architectural Control Board elected at the annual meeting of Pinehaven and North Pinehaven held September 4, 1976, shall constitute the Pinehaven Planning Board hereunder. Each Director shall serve until his term expires.

One of the Directors shall be elected by the Board to serve as its Chairperson for a term of two years. At the end of this term a new election by the Board shall take place wherein a new chairperson shall be selected. There shall be no mandatory limitation on the number of terms served by a chairperson.

The Planning Board shall meet in a formal session at least twice each year, such meetings to be called by the Board Chairperson or a majority of the Board members. Minutes of these meetings shall be taken and kept on record.

**Section 8** The Directors of the Pinehaven Planning Board shall have the power, authority, and the responsibility to enforce any and all conditions of these Covenants, according to the Pinehaven Board's interpretation thereof and shall have the power to assess each property owner each year up to \$40.00 per vacant lot owned, and up to \$100.00 per cabin owned for enforcement of these Covenants and for maintenance, site care, road improvement, and general development of Pinehaven and North Pinehaven Subdivisions. Annual assessments of an amount greater than \$40.00 per vacant lot and \$100.00 per cabin may be made if approved by a majority of the property owners. The Directors of the Pinehaven Planning Board may suspend the voting rights of a property owner for the nonpayment of regular assessments that are delinquent in excess of 90 days.

In addition to the annual assessments, the Directors of the Pinehaven Planning Board may levy at any time a special assessment payable over such a period as the Directors may determine, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of streets, parking areas and docks, or for any other expense incurred or to be incurred on behalf of the property owners. Notice in writing of the amount of such special assessments and the time for payment thereof shall be given promptly to the owners and no payment shall be due less than fifteen (15) days after such notice shall have been given.

All sums assessed to any property owner, together with interest as determined by the Board shall be a charge on the land and a continuing lien upon the property and shall also be the personal obligation of the property owner at the time the assessment becomes due. Any assessments that are not paid when due shall be delinquent. The Directors of the Pinehaven Planning Board shall cause a notice of delinquency to be given to any property owner who has not paid within ten (10) days following the due date. If the assessment is not paid within thirty (30) days, a lien shall attach. The existence of the lien may be evidenced by the filing of a notice of lien in the Fremont County, Idaho records. In the event that the assessment remains unpaid after sixty (60) days, the Planning Board may, as the Directors determine, institute suit to collect such amounts and foreclose on its lien.

The Planning Board shall have the authority to require the posting of a damage deposit prior to the start of any construction. The amount of the damage deposit shall be \$500 per 600 square feet of construction including decks and patios, but in the case of new dwelling construction shall be not less than \$1500. Such deposit may be in the form of a certified check, irrevocable line of credit or as otherwise negotiated with the Board. This will be refunded to the depositor upon completion of construction to the satisfaction of the Planning Board, less any amount required to repair damage to roads or other property as left by the builder. If repairs are not undertaken by the owner/builder within a reasonable period, as judged by the Planning Board, after notification of intent to the owner, the Board may expend as much of the damage deposit as required to complete repairs. Forfeiture of the damage deposit shall not absolve the owner of the property from responsibility for additional charges which may accrue in the completion of repairs should the initial deposit be insufficient to complete repairs. Such charges shall be regarded as a special assessment.

In order to effect the express and implied powers, authorities and responsibilities hereunder, the Pinehaven Planning Board shall be empowered to:

- a) Maintain, repair and replace, as necessary, streets, parking areas and docks which are owned by or dedicated to the use of all owners.
- b) Enforce charges, easements, restrictions, covenants, conditions and agreements either existing upon or created for the benefit of the real property in the Divisions hereby affected.
- c) Appoint committees as necessary or convenient to the discharge of the powers, authorities and responsibilities hereunder.
- d) Collect and expend monies for the payment and discharge of proper costs, expenses, and obligations incurred in carrying out the powers, authorities and responsibilities hereunder. Any expenditure of money in amount less than \$100.00 may be made by the designated members or agents of the Board of Directors in the execution of their duties and on behalf of Pinehaven Property owners. Expenditures in the amount of \$100.00 or more must be approved by a majority vote of the Directors of the Pinehaven Planning Board.
- e) Establish rules and ordinances for the benefit of the property owners and to allow their peaceful enjoyment of their property. Such ordinances shall be effective upon written notice to the property owners.
- f) Exercise such other functions as are necessary or convenient to the discharge of the powers, authorities and responsibilities hereunder, whether express or implied.

**Section 9** Any action of the Pinehaven Planning Board taken in enforcement of these Covenants shall be in writing. Written ballots shall not be required at the annual meeting or at meetings of the Board of Directors. Written minutes of all meetings of the Planning Board shall be taken and kept on file.

**Section 1** No commercial or industrial ventures or business of any type may be maintained or constructed upon any lot, except on the property adjacent to U.S. Highway #191-20, which property has been designated as "commercial property" by the previously adopted and recorded Protective Covenants or Subdivision plats. These shall be the only lots to which the designation "commercial" shall apply. Notwithstanding the designation of a lot as "commercial", any residence constructed on a commercial lot must comply with all Covenants applying to "residential" lots.

Lots designated as "residential or residences constructed on "commercial" property may only be occupied and used for residential purposes. Specifically, short-term rentals, leasing, letting and/or subletting for periods of less than 30 days shall constitute commercial use and are prohibited. Lots may be rented for periods of 30 days or greater provided that the lot is used only for residential purposes.

**Section 11** No structure, commercial or residential, shall be built, changed or modified nor activity conducted unless it complies with the terms hereof. Plans or changes to plans for any structure or fence to be built upon any lot shall be first submitted to the Directors of the Pinehaven Planning Board for approval and the decision of the Board in approving or denying such plans shall in all cases be final. Such approval shall not be withheld arbitrarily. Structures, which comply with the requirements of section 12, 13, 15, and 18, herein, shall be approved unless cause be shown for disapproval. Approval of the Directors of Pinehaven Planning Board shall be by a majority vote of the Directors, which majority shall be defined as four (4) Directors. In the event the Pinehaven Planning Board or its designated representative fails to approve or disapprove within 45 days after plans and specifications have been submitted, approval will not be required. If no suit to enjoin construction or enforce these Amended Protective Covenants be commenced within 90 days after completion of construction, these Covenants shall be deemed to have been fully complied with.

**Section 12** Upon residential lots no more than one (1) single family dwelling may be constructed; no multiple family dwelling shall be constructed; no more than one (1) ancillary buildings such as a garage, guest house, boathouse, or combination building of that nature shall be built upon each lot, whether or not incorporated in the single family building. Pump houses are not considered ancillary buildings; however, pumps should, wherever possible, be installed underground.

Upon residential lots the total floor space upon the ground floor of all structures shall not exceed thirty percent (30%) of the total square footage of that lot; the habitable floor space on the ground floor of a dwelling constructed on a lot, exclusive of a basement, porches, or ancillary buildings, shall be 600 square feet or more, and no building or other structure shall exceed a height of thirty-seven (37) feet above ground level. For purposes of this provision, height shall be measured to the highest point of the roof of the structure from the natural grade at its highest point within five (5) feet of the structure, provided that such point shall not be higher than five (5) feet above the floor level of the ground floor of said structure.

The total floor space upon the ground floor of all structures on a commercial lot shall not exceed sixty-five percent (65%) of the total square footage of that lot. No building or structure upon a commercial lot, as previously defined, shall exceed a height of forty-five (45) feet above the ground, measured to the highest point of the roof of the structure from the natural grade at its highest point within five (5) feet of the structure provided that such point shall not be higher than five (5) above the floor level of the ground floor of said structure.

Except as herein set out (Reference Section 15) no trailer house, fifth wheel, motor home, camp trailer, or similar type dwelling (whether occupied or not) or large enclosed utility trailer shall be permitted on any lot for a period in excess of two weeks unless completely concealed from view nor shall such vehicle or facsimile thereof, be incorporated into any building. The Pinehaven Planning Board shall have the authority to determine whether a dwelling is of a type similar to a trailer house, mobile home or camp trailer.

Prefabricated structures may be erected on lot sites. No building constructed at another site, outside the geographical boundaries of Pinehaven or North Pinehaven, other than a prefabricated structure not previously occupied, shall be placed on any lot. The Pinehaven Planning Board may refuse to allow the construction of a prefabricated dwelling if the transportation of such dwelling to the building site would, in the Board's opinion, cause damage to the roadways or property adjacent to those roadways to property adjoining the building site. The movement of a pre-constructed ancillary structure onto a lot requires prior approval by the Planning Board of the structure and the transportation method.

A portable toilet with holding tank is required to be placed upon the lot during the primary construction phase of a dwelling except as provided in the following. No outhouse serving as a toilet shall be placed on any lot nor shall any pit toilet facilities be allowed on any lot except during the primary construction phase when if provided they must be connected into a septic system for which a valid permit has been obtained.

No structure may be built or modified without the owners having obtained before construction commences any permit(s) so required by the State of Idaho or Fremont County, the owners providing proof of such permit(s) to the Pinehaven Planning Board prior to the commencement of construction activities.

**Section 13** No building upon a residential lot shall be placed closer than twenty (20) feet from any property line unless the written approval of a majority of the Directors of the Pinehaven Planning Board and the property owner who shares the property line to the encroached upon by such building placement shall have first been obtained. For the purpose of this Covenant, eaves, steps, balconies and open porches, shall be considered part of the building constructed on either a residential or commercial lot.

**Section 14** No Pinehaven and North Pinehaven roads, road easements, and utility easements may be used as parking facilities. The Pinehaven parking lot, abutting the West side of Pinehaven block 9, Lots 1 through 13, may not be used as a parking facility by any commercial venture. Each commercial venture shall provide adequate parking space, entrance and exit roads, for the use of its customers.

**Section 15** During the construction phase of a permanent dwelling or ancillary building, a trailer house, mobile home, camp trailer or other trailer type house may be permitted on the lot for a period of not more than one (1) year from the date construction commences. Further, no trailer house, mobile home, camp trailer or other type trailer house as above described, may exceed thirty-seven (37) feet in length and eight (8) feet in width.

Small vehicles such as, boat trailers, boats, snowmobiles, motorcycles, and other personal property may be stored outside residential buildings or ancillary buildings but shall be stored in a neat and inconspicuous manner and location.

**Section 16** All buildings and fences shall conform as nearly as possible to the natural surroundings and shall be built of wood, except that exteriors may be finished with wood-like or wood-grain materials. Samples or color pictures of all exterior materials must be presented to the Planning Board for review and approval before purchasing the required amount. It is provided, however, that natural stone or concrete may be used for foundations, chimneys, walks, and terraced and outside wainscoting. Said wainscoting shall not exceed a height of thirty (30) inches measured above the top of the foundation. Roofs shall be of natural wood, or if other material such as asphalt or metal, shall be dark brown or dark green in color, designed to blend with the natural surroundings. Light or bright-colored roofs are prohibited, as are fluorescent roofs and highly reflective roofs. Samples of any proposed roofing material must first be submitted to the Directors of the Pinehaven Planning Board for approval, prior to the original installation or the subsequent replacement of any roof; a majority affirmative vote of the Directors of the Pinehaven Planning Board is required before approval can be granted; however, such approval shall not be arbitrarily withheld or without cause.

(As amended 6/15/80 and recorded 9/29/80.) (Second amendment August 15, 1998, and recorded October 30, 1998.) The Planning Board shall have the authority to require the submission of a construction planning package demonstrating compliance with relevant sections of these covenants prior to the start of construction or structure modification.

**Section 17** Fences that obstruct the scenic view of another property owner shall not be constructed. Plans for any proposed fence shall first be submitted to the Directors of the Pinehaven Planning Board for approval before construction commences. A majority vote of the Pinehaven Planning Board shall be required before any fence can be constructed. Such approval shall not be withheld arbitrarily or without cause.

**Section 18** No signs shall be displayed to public view on any residential lot, excepting one sign advertising the lot for sale, and two signs designating the name of the property owner and such other name as may have been selected by the property owner for the lot. A permitted "for sale" sign shall not exceed four (4) square feet in size. The permitted lot identification sign(s) shall not exceed a combined total of four (4) square feet in size.

No sign shall be displayed to public view on any commercial lot, excepting one sign advertising the lot or structure for sale and not more than four signs advertising the commercial venture. A "for sale" sign shall not exceed four (4) square feet in size. Signs advertising the commercial venture may not exceed a combined total of 32 square feet. The design for any advertising signs shall be submitted to the Pinehaven Planning Board for majority approval prior to being displayed. All signs described in the foregoing Covenant shall blend with the natural surroundings. Both sides of a sign may be utilized for printing.

**Section 19** No animals, livestock or poultry shall be raised, bred, or kept on any residential or commercial lot, provided, however, that dogs, cats and similar domestic household pets may be kept, if they are not kept, bred, or maintained for any commercial purposes, and provided they do not become unduly offensive, for example, because of noise, odor, or deterioration of property.

**Section 20** No water system or sewage disposal system for any structure (permanent or temporary) shall be constructed, altered, or allowed to remain on or be used upon any lot unless fully approved as to design, capacity, location, and construction by public health agencies of the State of Idaho and Fremont County, Idaho having jurisdiction. All commercial activities must provide water and sewage facilities. The property owner shall maintain all sewage disposal systems in a proper operating condition. Responsibility for the "community" wells in Pinehaven and the "common" wells in North Pinehaven is governed by the formal Resolution date August 13, 1981 as recorded in Fremont County August 21, 1981. Said resolution gives responsibility to each well-group for maintenance, control, service charges and rights of their particular well, pump and water lines. Notwithstanding the above, the Planning Board shall have the right to determine the specific well to which any new structure can be connected.

**Section 21** No noxious or offensive activities shall be carried on upon any portion of any lot, nor shall anything be put thereon which may be or become an annoyance or nuisance to the neighborhood. No portion of any lot shall be used or maintained as a dumping ground for garbage, trash, rubbish, other waste, or junked vehicles. Any incinerator, or other equipment used for the disposal of waste, must be used, located and maintained in accordance with the requirements of the State of Idaho and the County of Fremont.

**Section 22** All zoning and other laws, rules and regulations of any government under whose jurisdiction the lots in Pinehaven and North Pinehaven Divisions lie, are considered to be part hereof and enforceable hereunder, and all owners of said lots shall be bound by such laws, rules and regulations. No lot is to be subdivided into a smaller lot or conveyed or encumbered in any size less than the full dimensions as shown on the recorded plat of any Division affected hereby.

**Section 23** Violation or breach of any Covenant shall give the Directors of the Planning Board the right (after the elapsing of 15 days from the time of written notice to the property owner setting forth in reasonable detail the nature of such violation or breach and the specific action or actions to be taken to remedy such violation or breach and if at the end of such time reasonable steps to accomplish such action have not been taken) to enter upon the land on which such violation or breach exists and to take the actions specified in the notice to the property owner to remedy, abate and remove at the expense of the owner any structure, thing or condition that may be or exists thereon contrary to the intent and meaning of the provisions hereof, and the Directors of the Planning Board or their agents shall not be deemed guilty of any manner of trespass for such entry, abatement or removal so long as it is carried out in accordance with this section. Further enforcement of these covenants shall be by proceedings at law or in equity

against any person or persons violating or attempting to violate any covenants, either to restrain violations or to recover damages.

The Directors of the Pinehaven Planning Board may also levy reasonable fines, not to exceed \$300 per day against any property owner, or any tenant, guest or invitee for violations of these covenants or violations of ordinances promulgated by the Board. The Board may proceed against both the owner and the tenant, guest or invitee simultaneously or separately, and actions against one will not bar proceedings against another. A fine may be levied on the basis of each day of continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$12,000 in the aggregate. A fine may not be imposed without a notice of at least 14 days to the person sought to be fined and an opportunity for a hearing before a committee of at least three members appointed by the Board who are not Officers, Directors or employees of the Planning Board. If a person sought to be fined requests a hearing, he or she must notify the Directors in writing within 14 days of receiving notice of said violation. If a hearing is requested, a fine may not be imposed unless the committee, by majority vote, approves the fine. Any unpaid fines shall be both a personal obligation of the owner or violator or both and an assessment creating a lien may be recorded against the Pinehaven/North Pinehaven property of the owner involved. The Board may institute suit to collect the amount due and to foreclose its lien. The requirements of this paragraph do not apply to the failure of a property owner to pay assessments or other charges when due.

**Section 24** These Covenants may be amended, modified or revoked by a vote of the majority of all property owners affected thereby in accordance with the following section (25). The Directors of the Pinehaven Planning Board shall be responsible for establishing the voting procedure for any proposed Covenant change. No vote for amendment, modification or revocation of these Amended Protective Covenants shall be submitted to the property owners by the Directors unless requested by written petition of twenty percent (20%) of the property owners. The tax records of the Fremont County Assessor shall constitute the official ownership roll and notice may be sent to all owners as appear on the current rolls of said Assessor. Each owner affected by a proposed amendment, modification or revocation shall be given not less than thirty (30) days written notice of the date of the vote upon such change. For purposes of this Covenant the day of notice shall be deemed the date of mailing of the notice.

**Section 25** Votes of property owners taken as required herein shall be by written ballot. A majority vote of the Directors shall be defined as an affirmative vote of four (4) of the seven (7) Directors. For voting purposes, a majority of the property owners shall be defined as a simple majority of those property owners entitled to vote and responding to a proposed amendment by written ballot within the allotted time. Ballots for change of Covenants shall be mailed to all property owners of record and an agent independent of the Planning Board shall perform such mailing. Such agent shall furnish to the Planning Board a verifiable record of such mailing to include names and addresses of mailed ballots. No property owner shall be entitled to more than one (1) vote, regardless of the number of lots owned. Should a property owner own less than a complete interest in a lot, he (she) shall be entitled only to vote the prorated percentage of his (her) interest in that lot.

**Section 26** Should any term, not already defined by the Covenants, require definition, Webster's Dictionary shall be the source used for definition of terms.

**Section 27** All new construction, additions to, and all remodeling of existing structures affecting exterior appearances shall be completed within a twenty-four month interval, such interval to begin with the Planning Board approval of the planning package and ending with final approval of either the Fremont County Planning Commission by formal final inspection or a representative of the Pinehaven Planning Board. The term "completion" shall include all items defined in the planning package submitted to the Planning Board including exterior finish. The Planning Board shall have authority to grant extensions of defined length and in writing under extenuating circumstances as determined by the Board. Failure to complete construction within 24 months or within the period of time granted for an extension will subject the owner to a fine of fifty dollars per day to be levied as described in Section 23, above. Structures currently under construction as of the date of ratification of this section will be considered to have been initiated as of that date.