# **BIG VIEW**

Idaho Mountain Real Estate Team

# 2945 Hall Rd, Cambridge, ID

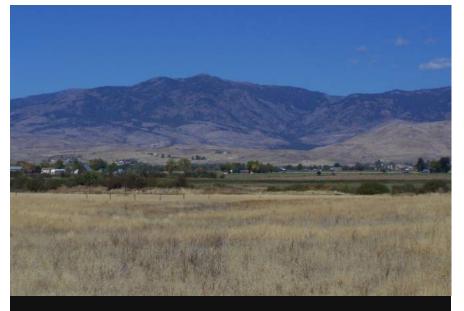
Stunning view lot ready for you and your home!! Underground power, well, and septic are installed, newly fenced and the driveway is in!! Property is a short distance from Cambridge and a vast majority of outdoor activities AND only about 1/2 hour from Brownlee Reservoir. This is a super opportunity to own a place near almost any outdoor activity you could imagine...It's even a short 1.5 hour drive to skiing!! .



360 degree views are amazing.

# Property Details \$62,000

- 5.01 Acres
- New \$3000 perimeter fence
- Just a few minutes from Cambridge
- Topography is mostly flat
- Amazing well at 90 GPM when drilled



The views are some that need to be seen in person!!!



#### **Property Summary**

- Corner lot at the north east end of the small subdivision
- County maintained road
- Truly ready for your dream home









# Location

Located in the <u>Cambridge School</u> <u>District</u>

<u>Cambridge</u> elevation is 2661 feet above sea level. Four seasons with a great garden growing season

Located within minutes of the Payette National Forrest filled with amazing outdoor activities

40 minutes to Weiser

Only about a 1 1/2 hour drive to the State's Capitol, Boise.

Small town friendly atmosphere

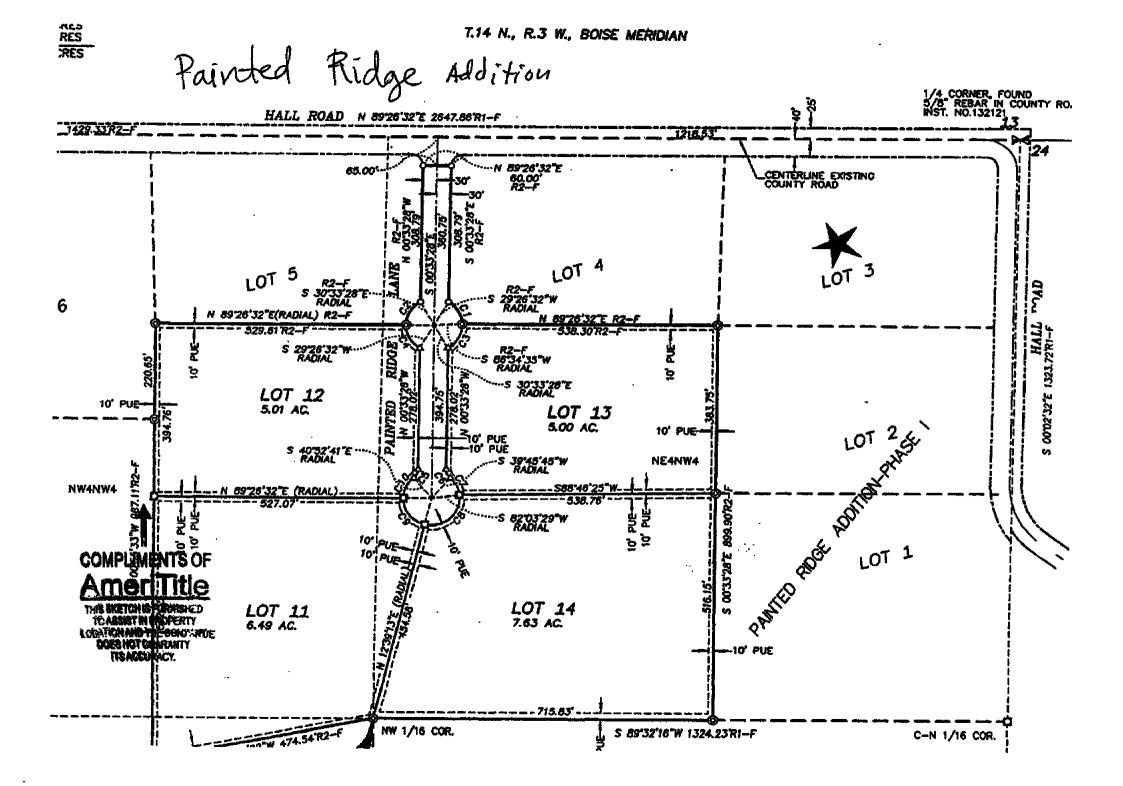
Cambridge has a population of about 316.

The Gateway to Hells Canyon.



### Offered by:

Wendy Ogden 208-741-1375



FINAL/AS-BUILTSubsurface Sewage Di	sposal
Receipt No.: 15759	Date: $\underline{7}$ $\overline{0}$
Southwest District Health Site Fee: 4/000	Permit Fee: <u>90*0</u>
Environmental Health Services 920 Main Street, Caldwell, Idaho 83605 Document # / 60 2-25	640
Phone: 208.455.5400 Fax: 208.455.5405 Parcel # <u>RP14N05</u>	36831030
Owners Name: Tom Ma Call	
Property Address: Hall Rd - Camboldy e	
Legal Description. Township	s)
Asbuilt (not to scale)	System Type:
	Septic Tank (Gatlons):
North	Septic Tank Mtk: 1
	Valley Tre Cast
	Standpipe:
	Manhole Depth (inches):
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6 DBox	Dimensions Length (FI):
\$ 60'	Absorption Area (Sq. Ft.):
Real Ste 803	Gravel (Yards);
Fracement Area	
	Sand (Yards):
	Depth to Pipe (Inches):
	Depth Under Pipe (Inches):
	6
	Well Installed:
	🗆 Yes 🕅 No
	Distance to Well (FI):

Upon approval, a copy of this final/asbuilt may need to be provided to the local zoning authority to obtain occupancy.

Installer: Day Star Exc Number: 1-1087	Notes/Conditions of Approval:
HO4Bas	
Coc Final Inspection Signatury - 29-08	
DATE 4-24-08	
INSPECT 60	
ЕНЅ 093	

Form 238-7 6/02

1. WELL TAG NO. D 00052833

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#### IDAHO DEPARTMENT OF WATER RESOURCES WELL DRILLER'S REPORT

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FORWARD COPY TO WATER RESOURCES

#### PAINTED RIDGE

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#### DECLARATION OF RESTRICTIONS, COVENANTS, AND PROTECTIVE COVENANTS

**KNOW ALL MEN BY THESE PRESENTS:** That we, Smith/Royer, hereinafter referred to as Grantor, do hereby certify and declare:

**<u>1. GENERAL PROVISIONS</u>:** The Grantor is the owner of said land (legal description attached) in Washington County, State of Idaho. That Grantor does hereby establish a general plan for the development, improvement, maintenance and protection of the real property and for that purpose does hereby establish the building restrictions and protective covenants set forth herein. Said building restrictions and protective covenants shall attach to and shall pass with the land, and shall bind all persons who may at any time hereafter and from time to time own or claim any right, title, or interest in and to said land, and the successors in title and interest to said land, whether acquired through voluntary act or through operation of law.

**<u>2. DEFINITION OF TERMS:</u>** That the term "Grantor" wherever used herein shall refer either singularly or collectively, to the above named Grantors, and to their administrators, executors, personal representatives, heirs and assigns, and to any person or persons, or corporation to whom the rights and obligations of the Grantor as set forth in these building restrictions and protective covenants shall be specifically transferred.

The term "Grantee" used herein shall refer not only to the person, corporation or association who originally purchases a parcel of and from the Grantor, but also to any person, corporation or association who hereafter shall assert or claim any right, title, claim or interest in and to said land, or any lot or piece of parcel thereof, whether as successors in title, voluntarily or by operation of law.

3. LAND USE: The property covered by these protective covenants shall be used exclusively for residential or recreational purposes, except as may be permitted herein or as specifically authorized by Grantor in writing, and may not be partitioned or subdivided except by Grantor, or as allowed in paragraph 18. Each parcel shall constitute a building site, and not more than one family dwelling and one detached guesthouse shall be placed, constructed or maintained on each building site. Except as specifically provided herein, no building site shall be used except for residential or agricultural purposes, and no building shall be erected, altered, placed or permitted to remain on any building site other than one detached primary single family home and one detached guest house. All dwellings shall be of good quality, permanent construction, manufactured modular homes inclusive, affixed to the land upon permanent foundations and aesthetically compatible with other structures in the area. <u>Prefabricated residential buildings</u> <u>must have a roof pitch of 4:12 and must have a roof eave that is at least 18 inches</u> wide. If the garage is not attached to the house it is to be constructed of a material and design similar to the house. Any outbuildings shall be of good quality, permanent construction and shall be aesthetically compatible with the main residences and surrounding development. Each dwelling shall have not less than 960 square feet on the main floor, measured at the outside perimeter of the top of the foundation, exclusive of porches, basements and garages. No structure of a temporary character shall be constructed, placed or used on any tract at any time as a residence or otherwise, except as specified in paragraph 9. No old buildings may be moved onto the premises. It shall be permissible, where a single family residence has been erected on a particular parcel to erect in connection therewith appropriate fences, corrals, stalls, barns and shop buildings, for the storage and keeping of machinery, hay and feed and for the keeping of livestock.

**<u>4. BUILDING LOCATION:</u>** No building shall be located on any lot nearer than one hundred (100) feet to any lot line, with the exception of the side line common to lot 9 and lot 10 where no building shall be located nearer than 25 feet and lot 19 which shall have no building located nearer than 50 feet to any boundary line. Said distances measured at the closest point of said structure to said lot line. For the purpose of this paragraph, eaves, steps, open porches and bays shall be considered a part of the building or structure.

**5. BUILDING MATERIALS:** All buildings (including out buildings) erected upon any lot shall be constructed of good quality building material, completely finished and painted on the outside and shall be of good quality and character that will be in harmony with the other buildings on said property. A painted metal roof may be utilized if desired.

**<u>6. BUILDING PLANS</u>**: Any building plans and buildings erected on said land shall be subject to approval by the authorities of the lawful municipal authority, and shall comply with all existing codes of Washington County.

7. WORK PROSECUTION: The construction of all buildings, alterations and additions thereto, shall be prosecuted diligently and continuously from commencement of construction until such buildings, alterations, and additions are completed and painted. The exterior shall be completed within nine (9) months after the date of commencement of construction unless such completion is prevented by causes beyond the control of the Grantees, or unless specifically authorized by Grantor (not including lack of money or other financial causes).

**8. TEMPORARY STRUCTURES:** No structure of a temporary character, trailer, mobile home, basement, tent or shack shall be used on any lot at any time as a residence, except as temporary living quarters while a permanent dwelling is under construction. Any such temporary structure will be permitted on the lot or parcel for a maximum of six months, after which it must be removed or properly garaged. No working or commercial vehicle, one and one half  $(1 \frac{1}{2})$  ton or greater, or trailers or mobile homes shall regularly or as a matter of practice be parked on any building site, nor on the street adjacent thereto, unless properly garaged.

**<u>9. MOVING OF BUILDINGS</u>**: No buildings or structures shall be moved onto said property. No building shall be erected or maintained on a building site prior to the

erection of the dwelling house thereon, except a carriage house, a garage or other small buildings of permanent construction may be erected for the purpose of storing tools and other articles prior to the erection of a permanent dwelling.

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**10. EXCAVATION:** No excavation for stone, gravel, earth or minerals shall be made upon a building site unless such excavation is necessary for the construction of a building thereon in accordance with county approved building plans. No property shall be used for the purpose of mining, quarrying, drilling, boring or exploring for, or removing oil, gas or other hydro-carbons, minerals, rocks, stones, gravel or earth.

**<u>11. REFUSE AND DUMPING:</u>** No lot or building site included within the property shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste materials shall be deposited only in sanitary containers, which meet the requirements of the sanitation ordinances and regulations of Washington County and the State of Idaho Health Authorities. All incinerators (if permitted by said ordinances and regulations) or other receptacles or storage for such trash, garbage, etc., shall at all times be maintained in a sanitary and clean condition. No machinery, car bodies, appliances or unsightly material shall be stored upon a building site, excepting only such items as are necessary for construction of a permitted building and in that event only when a Grantee is ready and able to commence construction with respect to which such building material shall be used, and then such building material shall be placed within the property line of such building site upon which the structure is to be erected.

**12. SEWAGE DISPOSAL:** All bathroom, sink and toilet facilities shall be located inside the dwelling house and shall be connected by underground pipe to a private septic tank or to a central sewage treatment system if one is constructed, which pipe shall be placed at a depth and made of material approved by the State of Idaho Health Authorities.

Approval of all sewage disposal systems installed shall be obtained from Southwest District Health, and Grantor shall have no obligation to construct any sewer or provide any connection thereto.

No waste material shall be permitted to enter into streams, rivers, ponds or lakes, and all sanitary facilities must conform with the requirements and recommendations of the State of Idaho through the Southwest District Health Office.

**13. PARKING:** Parking of junk cars or car bodies, or any 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, carport or other approved enclosure.

**14. NUISANCES AND COMMERCIAL USE:** No light shall be emitted from any lot, which is unreasonably bright or causes unreasonable glare. No sound shall be emitted from any lot, which is unreasonably loud or annoying. No odor shall be emitted from any lot, which is noxious or offensive to others.

No portion of the property or of a building site or any structure thereon shall be used for the conduct of any trade business or professional activities including warehousing. Noxious or undesirable uses of any portion of the property shall not be permitted or maintained. The term "business" or "professional activities" shall not include the following: sales activities by representatives or agents of Grantor and Grantor's development or construction activities. Cottage industry, trade, craft, business, professions and other personal business activities which are home based and rely on the telecommunication networks over which to conduct routine business are allowed without approval from Grantor.

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**15. BILLBOARDS AND SIGNS:** No signs or billboards of any kind for any use shall be erected, painted or displayed upon any of the land; except, however, there shall be a right to display signs during the period that a Grantor or Grantee, or its authorized agents, are placing any building site or sites upon the market for sale.

**16. EASEMENTS:** Grantor, for itself, its successors and assigns, reserves a twelve (12) foot easement along all road right-of-ways for the purpose of installing, operating and maintaining utility lines and mains thereon, together with the right to trim or cut or remove any trees and or brush, and the right to locate guy wires, braces and anchors where ever necessary (whether or not within the twelve (12) foot easement specified above) for said installations, operations or maintenance, together with the right to install, operate and maintain gas and water mains and appurtenances thereto, sewer lines, culverts and drainage ditches, reserving also the right of ingress and egress to such areas for any of the purposes mentioned above. The Grantor may at its option, release the easement.

**17. FIRE HAZARD:** Grantees will not use the property, nor permit others to use said property, in any way that will increase the fire hazard on the property or surrounding property, or any parts thereof, nor shall Grantees maintain or permit to be maintained in or about the premises any article which may increase said fire hazard.

**18. SUBDIVISION OF LOTS:** The parcel of land herein-described (legal description attached) shall not be further subdivided, with the exception of lot 19, which may be partitioned or subdivided one time into one additional lot, the division line shall be restricted to the roadway easement alignment leading to adjacent properties as shown on the plat.

**19. TERM:** These protective restrictions and covenants shall run with the land described herein and shall be binding upon the Grantees and all successors in title or interest to said property or any part thereof, until January 1, 2010, at which time said protective restrictions and covenants shall be automatically extended for successive periods of ten (10) years unless the owner or owners of the legal title to not less than two thirds (2/3) of the platted lots, by an instrument or instruments in writing, duly signed and acknowledged by them, shall then terminate or amend said protective restrictions and covenants, and such termination or amendment shall become effective only upon the filing of such instrument or instruments for record in the office of the Washington County

Recorder. Such instrument or instruments shall contain references by volume and page numbers to the record of the plat or plats within the property, and the record of this instrument, and all amendments thereof.

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**20.** ASSIGNMENT BY GRANTOR: Grantor preserves the right to assign, transfer, sell, lease or rent all or a portion of the property then owned by it and reserves the right to assign all or any of its rights, duties and obligations created under this Declaration.

**<u>21. UTILITIES</u>**: All electrical utilities are to be buried from the public right-of-way to the residence.

**<u>22. VIOLATIONS AND ENFORCEMENT:</u>** If any Grantee violates or attempts to violate any of the provisions of these building restrictions and protective covenants, then any person or persons, corporation, association or other legal entity owning a Lot or by a homeowners association comprised of such Lot owners or by a lawful municipal authority, shall have full power and authority, to prosecute any proceeding at law or in equity against the grantee violating or attempting to violate any of the provisions of these building restrictions and protective covenants, and either to prevent him or them from so doing or to recover damages sustained by reason of such violation. The prevailing party in any such legal action shall recover reasonable attorney fees and all litigation costs from the non-prevailing party.

In the event that any provision, sentence or paragraph contained in these building restrictions and protective covenants is invalidated by judgment or court order, it shall not affect or invalidate any of the other provisions, sentences or paragraphs of these building restrictions and protective covenants, but the same shall remain in full force and effect.

**23. SEVERABILITY:** The invalidation of any one 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.

**24.** ANY POND DEVELOPMENT will comply with any applicable governmental regulation.

**25. EXTERIOR COLORS OF DWELLINGS** and outbuildings shall be harmonious with the natural surroundings.

**<u>26. OVERGRAZING</u>**: With the exception of winter feedlots, corrals and holding pens, loss of vegetation due to over concentrations of livestock is prohibited.

27. Other Development Projects of Grantor. With regard to any real estate owned by Grantor, other than the real estate described in Exhibit A attached hereto, which Grantor shall seek to subdivide, rezone, improve or otherwise develop, each Grantee, as a condition for purchasing a parcel from Grantor designates and appoints Grantor as Grantee's special attorney-in-fact to approve, consent to and support any such land use action or development sought by Grantor, so long as said land use or development is in keeping with five acre minimum rural residential single family homesites. This designation of authority and proxy is coupled with an interest and shall not be revoked without the written consent of Grantor. Further, all Grantees waive any and all right of protest and shall not act in any way inconsistent with this designation of authority to Grantor.

Note: Existing communication tower site may be expanded to include additional towers and or equipment.

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### 197572

#### AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS PAINTED RIDGE ADDITION PHASE I AND PAINTED RIDGE ADDITION PHASE II AND ADJACENT PARCELS

#### KNOW ALL MEN IN THESE PRESENT:

That the undersigned is owner and holder of the title to the following described parcel:

Tract 1 of Survey recorded as Instrument No. 179642, Records of Washington County, Idaho.

This is to amend and acknowledge Protective Covenants and Restrictions recorded August 7, 2000 as Instrument No. 180395, Records of Washington County, Idaho.

This is to further clarify Section 3 Land Use: to add: " Prefabricated residential buildings may only be placed on Lots 1, 2 And 3 of Painted Ridge Addition Phase I."

Tract 1 of Survey recorded as Instrument No. 179642, Records of Washington County, Idaho is excluded from Section 4 Building Location.

This Amendment shall not affect any of the other provisions of the Covenants and Restrictions.

Dated: hberly S. Rover

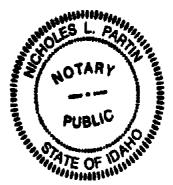
6-10-05

STATE OF IDAHD ) COUNTY OF WASHING

On this day  $\frac{10^{-14}}{10^{-14}}$  of  $\frac{1}{10^{-14}}$  2005 before me the undersigned, a Notary Public in and for the said State, personally appeared  $\mathcal{K}_{1-1}$  be  $\frac{1}{2}$ .  $\mathcal{K}_{2-1}$  known to me to be the person/s whose name is/are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public Residing at : <u>Mid w (r. Ida ho</u> Comm. Expires: <u>7/23/26</u>

Instrument # 197572 WEISER, WASHINGTON, IDAHO 2005-06-10 03:58:00 No. of Pages: 1 Recorded for : AMERITITLE SHARON WIDNER EX-Officio Recorder Deputy 138 // \* Index to: MISC RECORDING



## 203442

#### AMENDMENT OF DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS PAINTED RIDGE ADDITION PHASE I AND PAINTED RIDGE ADDITION PHASE II AND ADJACENT PARCELS

#### KNOW ALL MEN IN THESE PRESENT:

That the undersigned is owner and holder of the title to the following described parcel;

Tract 2 of Survey recorded as Instrument No. 179642, Records of Washington County, Idaho.

This is to amend and acknowledge Protective Covenants and Restrictions recorded August 7, 2000 as Instrument No. 180395, Records of Washington County, Idaho.

This is to further clarify Section 3 Land Use: to add: " Prefabricated residential buildings may only be placed on Lots 1, 2 And 3 of Painted Ridge Addition Phase I."

Tract 1 of Survey recorded as Instrument No. 179642, Records of Washington County, Idaho is excluded from Section 4 Building Location.

This Amendment shall not affect any of the other provisions of the Covenants and Restrictions.

Dated:

Alex Walker

STATE OF IDAHO COUNTY OF WASHINGTON

On this day 3 of 1/(3/1), 2006 before me the undersigned, a Notary Public in and for the said State, personally appeared alex and Publice Walker known to me to be the person/s whose name is/are subscribed to the within instrument, and acknowledged to me that they executed the same.

Notary Public Residing at :, Comm. Expires:



### 2945 Hall Rd, Cambridge, ID 5.01 Ac

