

RESTRICTIVE COVENANTS

The undersigned owners, and interested parties, have caused to be surveyed and platted the lands hereinafter described under the name of 24th Street Subdivision, part of Block 3, of the Southwest Addition to Burley, Idaho, being more particularly described as follows:

Beginning at the SW corner of Block 3, of the Southwest Addition to Burley, Idaho, which point shall be known as the True Point of Beginning.

Thence North for 339.48 feet along the east right of way of Miller Avenue to a point.

Thence S 89°19'38" E for 270.02 feet to a point on the West right of way of Oakley Avenue which is 336.31 feet North of the SE corner of Block 3.

Thence South for 336.31 feet along the West right of way of Oakley Avenue to a point at the SE corner of Block 3.

Thence West for 270.00 feet along the North right of way of 24th Street to the True Point of Beginning.

The plat of the real estate has been designated as 24th Street Subdivision and the plat is recorded as instrument number 96904 in the office of the County Recorder, County of Cassia, State of Idaho. The owners declare that the lands on the plat, above described, is held and shall be conveyed subject to the reservations, restrictions and covenants herein contained.

1. The covenants are to run with the land and shall be binding upon all of the parties and all persons claiming under them until ten (10) years from the date these Restrictive Covenants are recorded, at which time such Covenants shall be automatically extended for successive periods of five (5) years each unless by a vote of the majority of the then owners of the lots in the Subdivision it is agreed to change the Covenants in whole or in part.

2. If the parties hereto, their successors and assigns, or the heirs, personal representatives, successors and assigns of any person owning a lot in the subdivision, shall violate or attempt to violate any of the covenants herein it shall be lawful for any other person or persons owning any real property situated in the Subdivision to prosecute any proceedings at law, or in equity, against the person or persons

violating or attempting to violate any such covenants, and either to prevent that person or persons from doing the act or threatened act or to recover damages or to have such other relief as may be at that time recognized in law or in equity. In any such action, the prevailing party shall be entitled to, as well as all other costs and damages allowed by law, to his or her attorney fees for the prosecution of or the defense of such action.

3. Invalidation of any one of these covenants by a Court of competent jurisdiction, in an appropriate judgment or order, shall in no way affect any of the other provisions which shall remain in full force and effect.

4. All lots in the Subdivision shall be residential lots. No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed, or permitted to remain on any lot other than one detached single family dwelling not to exceed one and one-half stories in height and a private garage for not more than two cars, and other outbuildings, incidental to residential use of the Subdivision.

5. No building shall be erected, placed or altered on any lot in the Subdivision until the building plans, specifications, and plot plans showing location of such building have been approved in writing by the Architectural Committee composed of Lynn O. Dalling, Newel A. Nelson and Gary Wm. Lee. The committee shall, in considering the plans consider conformity and harmony of external design, with existing structures in the Subdivision, as to the location of the building with respect to topography and finished ground elevations. In case any member of the foregoing Architectural Committee shall die, resign, or become unable for any reason to continue to serve on such Committee, the remaining member or members of such committee may fill the vacancy in the committee so created, and may in the interim act as fully as if the vacancy were filled. An instrument, approving or disapproving any such design, or designating a representative, signed by a majority of the committee shall be evidence of the action of the committee therein referred to or set forth. In the event the committee, or its designated representative, fails to approve or disapprove such designated location within thirty (30) days after the plans and specifications have been submitted to it, or in the event, if no suit to enjoin the erection

of such building or making such alterations has been commenced prior to the completion thereof, such approval will not be required and this covenant will deem to have been fully complied with. Neither the members of the committee nor a designated representative, shall be entitled to any compensation for services performed pursuant to this covenant. The powers and duties of the committee, and any designated representative thereof, shall cease on and after ten (10) years from the date hereof.

6. No building shall be erected on any lot, which lot has an area of less than seven thousand five hundred (7,500) square feet, or a width of less than seventy-five (75) feet at the front building line set back. Each lot as shown on the plat shall be a minimum building site for a single family dwelling.

7. No noxious or offensive activity shall be carried on or upon any lot, nor shall anything be done thereon which may be or become any annoyance to the neighborhood.

8. No structure of a temporary character, trailer, basement, tent, shack, garage, barn, or other outbuilding shall be used on any lot at any time as a residence either temporarily or permanently.

9. No sign of any kind shall be displayed to the public view on any lot, except, one sign of not more than five (5) square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the structure and sales period.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial purpose.

11. No individual water supply system shall be permitted on any lot.

12. No individual sewage disposal system shall be permitted on any lot.

13. No dwelling shall be erected to a height of less than ten (10) feet.

14. The ground floor area of any dwelling, exclusive of one story open porches and garages, shall not be less than twelve-hundred.

(1,300) square feet in the case of a one story structure and not less than nine hundred (900) square feet in the case of a one and one-half story dwelling, provided, however, that in the case of a one and half story structure the upper floor shall have not less than three hundred (300) square feet.

15. The entire Subdivision shall be in compliance with the Zoning Ordinances of the City of Burley as they pertain to residential property classification in the R-1 category.

IN WITNESS WHEREOF, these Restrictive Covenants have been executed this 18th day of March, 1977

*Thomas O. Darling*  
*Newel A. Nelson*  
*Gary Wm. Lee*

STATE OF IDAHO }  
County of Cassia } ss

On this 26 day of April, 1977, before me, the undersigned, a Notary Public in and for said State, personally appeared THOMAS O. DALLING and NEWEL A. NELSON, and GARY WM. LEE, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

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

*Ronald W. Remington Jr.*  
Notary Public for Idaho  
Residing at Burley, Idaho

State of Idaho, County of Cassia } ss  
I hereby certify that this instrument was filed for record at request of Gary Wm. Lee  
for 25 minutes, and 11 o'clock  
on this 27 day of April, A.D. 1977 in my  
office and indexed on film No. 99051  
FRANK E. KEARNS  
Notary Public  
*Frank E. Kearns*  
cc: Gary Lee  
1427 Dabney P.O. Box 1136

244730

WAIVER REGARDING SET BACK REQUIREMENT

This Waiver is made by owners of lots in the 24th Street Subdivision in Block 3 of the Southwest Addition of the City of Burley, Cassia County, Idaho.

RECITALS

Glen W. Jensen and Margie W. Jensen, husband and wife, (Jensen) are the owners of Lot 5 in the 24th Street Subdivision in Block 3 of the Southwest Addition of the City of Burley, Cassia County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of Cassia County.

The other lot owners in the 24th Street Subdivision in Block 3 of the Southwest Addition to the City of Burley, Cassia County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of Cassia County are:

<u>NAME</u>	<u>LOT NUMBER</u>
Louis S. Spevak and LaJean Spevak, husband and wife	1
Robert D. Hamblen and N. Jean Hamblen, husband and wife	2
Garth F. Williams and Sandra G. Williams, husband and wife	3
James B. Lancaster and Cindy M. Lancaster, husband and wife	4
Steven G. Jensen and Diane M. Jensen, husband and wife	6

Leon Street and Rebecca Street, 7  
husband and wife

Orval G. Barton and Marietta M. Barton, 8  
husband and wife

and are collectively referred to as "Lot Owners."

Jensen has constructed a residence on Lot 5. Jensen complied with the City of Burley Ordinances concerning set back at the time of construction. The Restrictive Covenants of the Subdivision do not contain a set back requirement.

However, on the plat of the Subdivision there appears a dotted line identified as "20' set back line." Jensen's home lies ten feet (10') within the South set back of Lot 5.

Jensen desires that the Lot Owners waive the set back line on the South twenty feet (20') of Lot 5 and Lot Owners are willing to waive the set back requirement on the South twenty feet (20') of Lot 5 as described in this Waiver.

Based upon the foregoing, Jensen and Lot Owners declare:

1. ~~Jensen and the Lot Owners~~ waive the twenty foot (20') set back line of the South twenty feet (20') of Lot 5 of the 24th Street Subdivision in Block 3 of the Southwest Addition to the City of Burley, Cassia County, Idaho, as the same is platted in the official plat thereof, now of record in the office of the Recorder of Cassia County, conditioned upon no further construction taking place in the twenty foot (20') set back of Lot 5 as described on the official plat of the Subdivision.

2. This Waiver shall be binding upon the heirs, personal representatives, and assigns of the undersigned.

3. This Waiver runs with the real estate for the benefit of Lot 5; Lots 1, 2, 3, 4, 5, 6, 7, and 8 shall be subject to the waiver.

DATED this 26<sup>th</sup> day of August, 1996.

Glen W. Jensen  
Glen W. Jensen

Margie W. Jensen  
Margie W. Jensen

Louis S. Spevak  
Louis S. Spevak

LaJean Spevak  
LaJean Spevak

Robert D. Hamblen  
Robert D. Hamblen

N. Jean Hamblen  
N. Jean Hamblen

Garth F. Williams  
Garth F. Williams

Sandra G. Williams  
Sandra G. Williams

James B. Lancaster  
James B. Lancaster

Cindy M. Lancaster  
Cindy M. Lancaster

Steven G. Jensen  
Steven G. Jensen

Diane M. Jensen  
Diane M. Jensen

Leon Street  
Leon Street

Rebecca Street  
Rebecca Street

Orval G. Barton  
Orval G. Barton

Marietta M. Barton  
Marietta M. Barton

STATE OF IDAHO )  
County of Cassia ) ss

On this 26<sup>th</sup> day of August, in the year

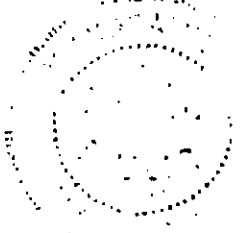
1996, before me, the undersigned, a Notary Public in and for said State, personally appeared GLEN W. JENSEN and MARGIE W. JENSEN, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra Koch  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-16-96

STATE OF IDAHO )  
 ) ss  
County of Cassia )

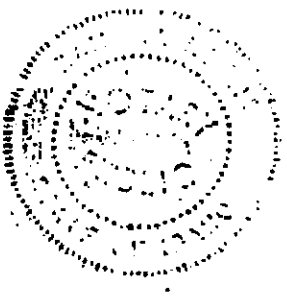
On this 16<sup>th</sup> day of August, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared LOUIS S. SPEVAK and LAJEAN SPEVAK, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra Koch  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-16-96

STATE OF IDAHO )  
 ) ss  
County of Cassia )

On this 28<sup>th</sup> day of August, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared ROBERT D. HAMBLIN and N. JEAN HAMBLIN, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra Koch  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-16-96

STATE OF IDAHO )  
 ) ss  
County of Cassia )

On this 26<sup>th</sup> day of August, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared GARTH F. WILLIAMS and SANDRA G. WILLIAMS, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra Koen  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-16-96

STATE OF IDAHO )  
 ) ss  
County of Cassia )

On this 26<sup>th</sup> day of August, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared JAMES B. LANCASTER and CINDY M. LANCASTER, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

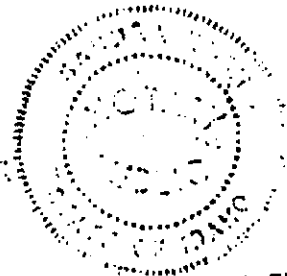


Sandra Koen  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-16-96

STATE OF IDAHO )  
 ) ss  
County of Cassia )

On this 26<sup>th</sup> day of August, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared STEVEN G. JENSEN and DIANE M. JENSEN, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that

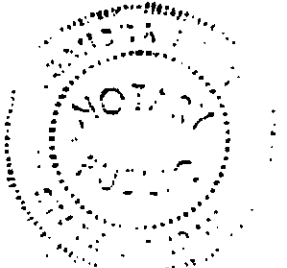
they executed the same.



Sandra Kocw  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-16-96

STATE OF IDAHO )  
County of Cassia ) ss

On this 26<sup>th</sup> day of August, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared LEON STREET and REBECCA STREET, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra Kocw  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-16-96

STATE OF IDAHO )  
County of Cassia ) ss

On this 26<sup>th</sup> day of August, in the year 1996, before me, the undersigned, a Notary Public in and for said State, personally appeared ORVAL G. BARTON and MARIETTA M. BARTON, known or identified to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.



Sandra Kocw  
Notary Public for Idaho  
Residing at Burley  
My commission expires on 10-16-96

... REQUEST OF  
*Alan Jensen*  
FILM 280

1996 AUG 29 P 1:22

244730

BLAINE COUNTY, IDAHO  
CARRIE L. HORSKELLEY  
CLERK

1500 COUNTY *Ln*

2363 Miller  
Burley, Id. 83318