

**RESTRICTIVE COVENANTS  
AFFECTING ALLISON SUBDIVISION  
TWIN FALLS COUNTY, IDAHO**

**KNOW ALL MEN BY THESE PRESENTS:**

The undersigned, Dr. Eddie Allison and Jean Allison, husband and wife, are the owners of all property embraced in lots one through seven inclusive.

WHEREAS, the following restrictions are hereby created and declared to be covenants running with the land herein described, and with each and every part thereof, and the owners, being the undersigned, declare that the premises described herein are to be held and hereinafter conveyed subject to the following regulations, reservations and covenants, namely:

1. **BUILDING LOCATION:** Buildings shall be erected on the lots in said subdivision in accordance with the Twin Falls County, Idaho, zoning regulations and building code.
2. **EASEMENTS:** Easements for the installation and maintenance of facilities necessary to provide all utilities, irrigation and drainage as needed for the full development of the subdivision are hereby reserved.
3. **LIVESTOCK AND POULTRY:** No poultry or swine shall be raised, bred or kept on any lot for any purpose. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot for commercial purposes. Animals or livestock may be kept for pleasure, hobby or for raising under F.F.A. or 4-H programs for youths, such as cows, horses or sheep. These animals (either individually or in combination) will be restricted to a total number of no more than four head per 2 acre lot. No breeding kennels shall be permitted upon any lot for any purpose.
4. **TEMPORARY STRUCTURES:** No structure of a temporary character such as trailer, camper, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot at any time as a residence, either temporarily or permanently.
5. **BUILDING TYPE:** No home shall be erected, placed or permitted to remain on any lot for any purpose other than one detached single family dwelling. Barns, outbuildings, corrals, fences or any other similar permanent structures on Lots one through seven inclusive shall be kept in accordance with the architectural design and structure of the house and kept painted and neat in appearance. For the purposes of these restrictions, reservations and covenants, the term LOT shall be construed to mean any of the lots, namely one through seven of the Allison Subdivision.

6. USE OF LOT: No lot shall be used except for residential purposes. The manufacturing, wholesaling, retailing or repairing of industrial or commercial products for other than individual personal use is prohibited. No trade of any kind shall be carried on upon any of said lots or parcels, nor shall any of said lots be used for the purpose of storing machinery or equipment of any trade, unless under cover of garage or storage building, nor shall anything be done upon said lots, or any of them, which will annoy any other owners of said lots, or which shall constitute a nuisance.
7. DWELLING COST: No dwelling shall be permitted on any lot with an F.H.A. appraised value of less than \$28,000, based upon cost levels prevailing on the date these covenants are recorded.
8. WEED CONTROL: All weeds, noxious or otherwise, shall be kept under control. After one notice the county may spray or cut weeds and charge property owner.
9. ATTORNEY'S FEES AND COSTS OF COURT: It is expressly understood that a defendant who loses a case brought against him will pay to the plaintiff (or plaintiffs) the plaintiff's (or plaintiffs') reasonable attorney's fees and that such defendant will also pay the costs of Court.
10. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.
11. SALE OF PROPERTY: Lots one through seven of the Allison Subdivision are being sold as approximately two acre parcels and no owner shall be permitted to sell or divide any lot into less than the approximate two acres.
12. VIOLATION OF COVENANTS: If the parties hereto, or any of them, or their heirs, or assigns, 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 said development or subdivision, to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants or to prevent him or them from so doing or to recover damages or other dues for such violating or for either or both remedies.
13. TERM: These covenants are to run with the land and will be binding on all parties and all persons claiming under them for a period of fifteen years.
14. ENFORCEMENT: Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation, or to recover damages.
15. SEVERABILITY: Invalidation of any one of these covenants by judgement or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

16. PLACEMENT OF CORRALS: Corrals, sheds and other animal enclosures shall not be placed within 100 feet of the East boundary of any lot.

DATED This 11<sup>th</sup> day of February, 1976.

Eddie R. Allison  
EDDIE R. ALLISON

Jean Allison  
JEAN ALLISON

STATE OF IDAHO )  
 ) ss.  
County of Twin Falls )

On this 11<sup>th</sup> day of February, 1976, personally appeared before me, the undersigned, a notary public, in and for said State, EDDIE R. ALLISON and JEAN ALLISON, husband and wife, known to me to be the signers of the foregoing instrument, who duly acknowledged to me that they executed the same.

Shirley E. Wagner  
NOTARY PUBLIC  
Residence: Twin Falls, Idaho.

My Commission Expires: Aug. 5 - 1977

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E R Allison  
535 Elm St. n.

TWIN FALLS COUNTY CLERK  
INDEPENDENT STATE OF IDAHO  
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