

PROTECTIVE COVENANTS
OF
ARTHUR GROVE ADDITION
TO THE VILLAGE OF PAUL, STATE OF IDAHO

PARG A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, That this indenture made this 8th day of June, 1960, by the Minidoka Lumber and Farm Supply, Incorporated, of Paul, Idaho, for the purpose of maintaining fair and adequate property values in said addition and continuing said addition as a desirable residential part of the Village of Paul, Idaho, and in mutual consideration of the interest of the grantee, its heirs and assigns, do hereby covenant and agree for and on behalf of said grantee, ourselves, heirs, assigns, administrators, executors, that this agreement shall be binding upon ourselves, heirs and assigns and for those certain lots, pieces and parcels of land situated, to-wit:

All of Arthur Grove Addition to the Village of Paul, State of Idaho.

PART B. AREA OF APPLICATION

B-1. Fully-Protected Residential Area. The residential area covenants in Part C in their entirety shall apply to the entire Arthur Grove Addition to the Village of Paul, State of Idaho.

PART C. RESIDENTIAL AREA COVENANTS

C-1. Land Use and Building Type. No lot shall be used except for residential purposes. No building 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.

C-2. ARCHITECTURAL CONTROL.

No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved by the architectural control committee as to quality of workmanship and materials, harmony of external design with existing structures, and as to location with respect to topography and finish grade elevation. No fence or wall shall be erected, placed or altered on any lot nearer to any street than the minimum building setback line unless similarly approved. Approval shall be as provided in Part D.

C-3. Dwelling Costs, Quality and Size. No dwelling shall be permitted on any lot at a cost of less than \$10,000.00, based upon cost levels prevailing on the date these covenants are recorded, it being the intention and purpose of the covenants to assure that all dwellings shall be of a quality of workmanship and materials substantially the same or better than that which can be produced on the date these covenants are recorded at the minimum cost stated herein for the minimum permitted dwelling size. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 900 square feet for a one-story dwelling, nor less than 800 square feet for a dwelling of more than one story.

C-4. Building Location. No building shall be located on any lot nearer to the front lot line or nearer to the side street line than the minimum building setback lines shown on the recorded plat. In any event no building shall be located on any lot nearer than 20 feet to the front lot line, or nearer than 20 feet to any side street line. No building shall be located nearer than 6 feet to an interior lot line. No dwelling shall be located on any interior lot nearer than 40 feet to the rear lot line. For the purposes of this covenant, eaves, steps and open porches shall not be considered as a part of a building, provided, however, that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

C-5. Nuisances. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

C-6. Temporary Structures. 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.

C-7. Signs. No sign of any kind shall be displayed to the public view on any lot except one professional sign of not more than one square foot, one sign of not more than five square feet advertising the property for sale or rent, or signs used by a builder to advertise the property during the construction and sales period.

C-8. Oil and Mining Operations. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

C-9. Livestock and Poultry. 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 purposes.

C-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 container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

C-11. Sight Distance at Intersections. No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between 2 and 6 feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points 25 feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended. The same sight-line limitations shall apply on any lot within 10 feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstructions of such sight lines.

PART D. ARCHITECTURAL CONTROL COMMITTEE.

D-1. Membership. The architectural control committee is composed of Arthur S. Grove, Ruben Haun, and Freddie Wright. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the committee, nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant. At any time, the then record owners of a majority of the lots shall have the power through a duly recorded written instrument to change the membership of the committee or to withdraw from the committee or restore to it any of its powers and duties.

D-2. Procedure. The committee's approval or disapproval, as required in these covenants, shall be in writing. In the event the committee, or its designated representative, fails to approve or disapprove within 30 days after plans and specifications have been submitted to it, or in any event, if no suit to enjoin the construction has been commenced prior to the completion thereof, approval will not be required and the related covenants shall be deemed to have been fully complied with.

PART E. GENERAL PROVISIONS.

E-1. Term. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by a majority of the then owners of the lots has been recorded, agreeing to change said covenants in whole or in part.

E-2. 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.

E-3. Severability. Invalidation of any one of these covenants by judgment or court order shall in no wise affect any of the other provisions which shall remain in full force and effect.

PART F. ATTEST

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this 8th day of June, 1960.

ATTEST: (CORPORATE SEAL) MINIDOKA LUMBER & FARM SUPPLY, INC.

Ruben Haun
Secretary

By Arthur S. Grove
President

STATE OF IDAHO)
County of Minidoka) ss

Before me the undersigned Notary Public in and for the State of Idaho, personally appeared Arthur S. Grove and Ruben Haun, known to me to be the President and Secretary, respectively, of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 8th day of June, 1960.

(NOTARY SEAL)

Charles H. Creason
Notary Public in and for Idaho
Residing: Minidoka county therein

Recorded at the request of Arthur Grove, at 2:55 P.M. on June 8, 1960

Geraldine Devaney, Deputy

Willard Hayward, Ex-Officio Recorder

Fee: \$5.00