

**PROTECTIVE COVENANTS OF ASPEN ACRES SUBDIVISION**

Know by all these presents: Whereas the undersigned, Samuel L. Garner and Jeanna Garner, are the owners of real property known as the Aspen Acres Subdivision, recorded in the office of the County Recorder of Minidoka County, State of Idaho.

Whereas, Samuel L. Garner and Jeanna Garner desire to subject the real property encompassed in the Aspen Acres Subdivision to certain covenants for the mutual benefit of all lots therein. The Aspen Acres Subdivision shall be owned, conveyed, encumbered, leased, rented, used, occupied, and improved subject to the following covenants and restrictions, each of which shall run with the land and be binding on all parties acquiring any right, title or interest in the Aspen Acres Subdivision and each of which is for the purpose of enhancing and protecting the value, desirability, and attractiveness of the lands in Aspen Acres Subdivision and thereby enhancing the interest of Aspen Acres Subdivision and future owners of said lots.

**IMPROVEMENT AUTHORITY**

The "Aspen Acres Subdivision Improvement Authority," referred to herein as the "Improvement Authority," shall consist of one or more persons (corporate or natural) as designated herein. At the time of this declaration, the members are Samuel L. Garner and Jeanna Garner. The "Improvement Authority" may at any time, by instrument recorded in the office of the County Recorder of Minidoka County and referring to these Protective Covenants, designate in its stead any other person or persons as the members of the Improvement Authority and the majority of the members of the Improvement Authority may at any given time similarly make successive substitutions. If at any time the original "Improvement Authority" or a successor no longer exist and have made no substitutions, the membership shall consist of the person or persons designated by the owners of the majority of the lots in the Aspen Acres Subdivision by instrument recorded in the office of the County Recorder of Minidoka County and referring to these Protective Covenants.

## USE OF PROPERTY

1. No dwelling shall be permitted on any lot in which the ground floor area of the main structure, exclusive of one story open porches and garages, is less than 1,200 square feet. No dwelling shall be permitted which is not built on a permanent foundation.
2. Trailers or other suitable or temporary residences will be allowed for a period not to exceed 6 months, during construction of permanent residence, with the permission of the Improvement Authority. The right to have a trailer or other temporary residence and occupy the same during summer months will only be granted by the unanimous consent of the Improvement Authority and all lot owners who are residing in Aspen Acres Subdivision.
3. No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be kept except in a sanitary container. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. No trash, garbage, or other rubbish shall be allowed to accumulate.
4. No more than two unlicensed and/or inoperable vehicles may be parked on any individual lot. Any such vehicle must be kept behind a fence or in a building so it is not visible from the 100 North Minidoka County Road.
5. Animals are allowed on said property only in pastured areas in quantities that are in accordance with current zoning ordinances as set forth by Minidoka County. No animals are allowed in confined spaces except for two domestic dogs and two domestic cats. No more than two swine are to be raised or fed on said property.
6. Property that can be irrigated is to be actively farmed or planted to pasture or grass to prevent spreading of noxious weeds.

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.

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.

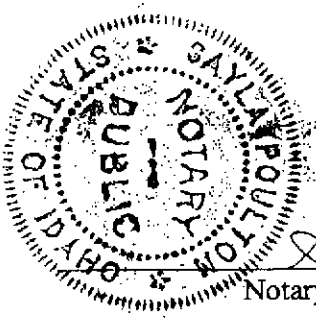
In witness whereof, Samuel L. Garner and Jeanna Garner do execute this instrument, on this 9<sup>th</sup> day of September, 2002.

Samuel L. Garner  
Samuel L. Garner

Jeanna Garner  
Jeanna Garner

State of Idaho )  
County of Minidoka ) SS

On this 9<sup>th</sup> day of September, 2002 before me, the undersigned, a Notary Public in and for said state, personally appeared Samuel L. Garner and Jeanna Garner, known to me as the persons who executed the within instrument and acknowledged to me that they executed the same for the purposes therein stated.



Saylor Poulton  
Notary Public  
app# 028897

My commission expires: 11/14/2003

**Instrument # 460935**  
MINIDOKA COUNTY, RUPERT, IDAHO  
2002-09-09 12:01:31 No. of Pages: 3  
Recorded for : SAMUEL GARNER  
DUANE SMITH Fee: 9.00  
Ex-Officio Recorder Deputy