

RESTRICTIVE COVENANTS AFFECTING ASPENWOOD SUBDIVISION  
PHASE III  
TWIN FALLS COUNTY, IDAHO

Twin Falls County, Idaho  
Recorded for:  
TITLEFACT  
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ROBERT S. FORT  
Ex-Officio Recorder  
Deputy: CD

These Covenants and Restrictions affect all lots in Phase III of Aspenwood Subdivision  
Blocks 1 and 2 with the exception of Lot 16 Block 2

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 and a private garage.
  2. **SYSTEM DEVELOPMENT:** Builders shall be required to pay sewer and water connection fees to the City of Twin Falls when acquiring building permit, and it is not the responsibility of the developer.
  3. **ARCHITECTURAL CONTROL:** Structures of any kind, built off site or previously owned homes which are to be moved from another location will not be permitted. No home shall be permitted which has less than a 2 car garage, 1,200 sq ft on the main floor, and no less than a 5/12 pitch roof. No building shall be erected, placed or altered on any lot until construction plans showing the location of the structure, set backs, and fencing design have been approved by the architectural control committee. Roofing, exterior siding materials shall be approved by the architectural control committee. All structures shall have at least 10% of front elevation to be constructed of Dryvit, Brick, or other masonry product to be approved by the architectural control committee. All fencing shall be approved by the architectural control committee and external location of the building with respect to topography and finish grade elevation.
  4. **BUILDING LOCATION:** Building location shall conform to the zoning regulations of the City of Twin Falls, in force at the time of construction of the building.
  5. **EASEMENTS:** As shown on the plat and as recorded in the County of Twin Falls.
  6. **SIGNS:** No signs advertising any home occupations. All other signs to conform to City zoning regulations.
  7. **ARCHITECTUAL CONTROL COMMITTEE:** The architectural control committee is comprised of Bruce Olsen and R. G. Messersmith, any of whom may designate a representative to act for them. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor.
  8. **ANTENNAS, SATELLITE DISHES, AND SOLAR COLLECTORS:** Installation of any antenna, satellite dish and/or solar collector shall have prior approval by the architectural control committee.
  9. **OFF-STREET PARKING:** Each lot shall have a hard surface driveway or parking space for not less than two cars, and a garage for not less than two cars.
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10. **LIVESTOCK, POULTRY AND PETS:** 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.

11. Each lot shall retain its own storm water runoff from roofs, sidewalks, patios, etc., in landscaped area in the front and rear yards.

12. **TREES AND SHRUBBERY:** No Cottonwood, Chinese Elm or other type of trees that bleed upon infection shall be planted on any lot.

13. **TERMS:** These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five years from the date these covenants are recorded, and after which time said covenants shall be automatically extended for successive periods of ten years unless an instrument signed by a majority of the then owners of the lots have been recorded agreeing to change said covenants in whole or in part.

14. **ENFORCEMENT:** If persons now claiming any interest in said property, or their heirs, successors, grantees or assignee, shall violate or attempt to violate any of the covenants and instructions herein contained. It shall be lawful for any other person or persons owning a lot or lots in said subdivision to prosecute any proceedings at law or in equity against the person or persons so violating or attempting to violate any of these covenants and restrictions and obtain such relief as may be available at law or in equity.

15. **SEVERABILITY:** Invalidation of any one of these covenants by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect.

The restrictive covenants herein contained shall bind the undersigned, its successors, assigns, grantees, and personal representatives.

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NORTHBRIDGE DEVELOPMENT INC., AN IDAHO CORPORATION

By: *R. G. Messersmith*  
R. G. Messersmith, member

*[Signature]*  
Bruce Olsen, member

State of Idaho            )  
                                  ) SS.  
County of TWIN FALLS)

On this 20<sup>th</sup> day of April 2001, before me, a Notary Public in and for said State, personally appeared R. G. MESSERSMITH and BRUCE OLSEN, known or identified to me to be members of NORTHBRIDGE DEVELOPMENT INC., and the members who subscribed said corporation to the foregoing instrument and acknowledged to me that they executed the same in said corporation name.

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

*[Signature]*  
Notary Public for Idaho  
Residing at 845 Monroe, Twin Falls, Idaho  
My Commission expires: April 21, 2006

