

PROTECTIVE COVENANTS  
of  
B-Cozy Villa Addition  
to the City of Rupert, State of Idaho

135536

Part A. PREAMBLE

KNOW ALL MEN BY THESE PRESENTS, That this indenture made this 20th day of February, 1962, by John B. Tracy and Renay E. Tracy, husband and wife, for; the purpose of maintaining fair and adequate property values in said addition and continuing said addition as a desirable residential part of the City of Rupert, Idaho, and in mutual consideration or 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 the B-COZY VILLA ADDITION to the City of Rupert, 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 B-Cozy Villa Addition to the City of Rupert, 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 or duplex, not to exceed one and one-half stories in height and 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 800 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, easement, tent, shack, garage, barn, or other out building 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 or 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 containers. All incinerators or other equipment for the storage or disposal of such material 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 7 feet above the roadway shall be placed or performed 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 distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

C-12- It will be required of all persons building in this area to build a 6 foot cedar or redwood fence of such type as to eliminate view of surrounding area. This fence will be built on the South end of all lots on the South side of 5th St. and on the North end of all lots on the North end of Fifth St. Plans for this fence will be approved by the architectural control committee. Fences must be completed and painted within 30 days after completion of home. This fence will be constructed as to tie in with fence on neighboring lot, so that upon completion fence will be as one unit.

**PART D. ARCHITECTURAL CONTROL COMMITTEE**

D-1 Membership. The architectural control committee is composed of John B. Tracy, Remy E. Tracy, and Richard Wayne Cochran. 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 hereof, 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 20th day of February, 1962.

John B. Tracy  
Remy E. Tracy

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STATE OF IDAHO )  
County of Minidoka ) ss.

Before me, the undersigned Notary Public in and for the State of Idaho, personally appeared John B. Tracy and Renay E. Tracy, his wife, known to me to be the persons, whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 5th day of March, 1962

*[Signature]*  
Notary Public for Idaho  
Residing, Boyer, Idaho

State of Idaho }  
County of Minidoka } ss. 155856

I hereby certify that this instrument was filed for record at request of

John B. Tracy  
at 2.2 minutes past 2 o'clock

this 2 day of March  
A.D., 1962 in my office and duly recorded on Film No. 2-155256

Fees: 4.25  
By Richard Hayward  
Ex Officio Recorder  
Richard Hayward  
Deputy

*John B. Tracy*  
*Boyer, Idaho*  
*Richard Hayward*