

PROTECTIVE COVENANTS
OF
BACON SUB-DIVISION OF
MINIDOKA COUNTY, STATE OF IDAHO
- - - -

PART A. PREAMBLE.

KNOW ALL MEN BY THESE PRESENTS, That this indenture made this 20th day of February, 1962, between August Bethke and Cora A. Bethke, husband and wife, and Jimmy A. Bacon and Donna J. Bacon, husband and wife, of Paul, Minidoka County, Idaho.

WHEREAS, it is the desire of said parties to this agreement to develop that area known as Bacon Sub-Division of Minidoka County, State of Idaho, to a fully protected residential area; and

WHEREAS, it is to the mutual benefit of said parties to this agreement, to their grantees, heirs and assigns, that the said development should have certain protective covenants; and

WHEREAS, in consideration of the sum of One Dollar and other valuable considerations, this agreement shall be binding on the heirs and assigns for those certain lots, pieces and parcels of land situated, to-wit: All of Bacon Sub-Division as filed in the records and files of Minidoka County, 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 Bacon Sub-Division of Minidoka County, 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; provided, however, that an office may be maintained on Lot 2 of Block 1 of said sub-division.

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 \$12,000.00, 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 and workmanship and mat-

erials 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-size dwelling. The ground floor area of the main structure, exclusive of one-story open porches and garages, shall not be less than 1200 square feet for a one-story dwelling, nor less than 1100 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 50 feet to the front lot line, or nearer than 17 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 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 there shall be permitted one saddle horse, one calf and not more than 50 chickens; and except for dogs, cats or other household pets which 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 6 feet above the roadways, shall be placed or per-

mitted 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

B-1. Membership. The architectural control committee is composed of August Bethke, Cora B. Bethke, Jimmy A. Bacon and Donna J. Bacon. 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.

B-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 26th day of February, 1962.

Jimmy A. Bacon
Donna J. Bacon
August Bethke
Cor B. Bethke

STATE OF IDAHO, }
County of Minidoka } ss.

Before me, the undersigned Notary Public in and for said county and state, personally appeared August Bethke and Cora B. Bethke, husband and wife, and Jimmy A. Bacon and Donna J. Bacon, husband and 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 26th day of February, 1962.



Richard H. Spunker
Notary Public in and for Idaho,
Residing: Idaho
Commission Expires 1-15-66

State of Idaho }
County of Minidoka } ss. 157082

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

Jimmy A. Bacon
at 50 minutes past 4 o'clock

this 25 day of April
A.D., 1962 in my office and duly

recorded on Film No. 11-157082

Fees:

\$ 5.00

By

William Hayward
Ex-Officio Recorder

Leibel Peterson
Deputy

Jimmy A. Bacon

At 2 Paul Idaho

317110

317,110

Original Booked

AUG 27 9 01 AM '61

AMENDMENT TO RESTRICTIVE COVENANTS
BACON SUBDIVISION - PAUL

KNOW ALL MEN BY THESE PRESENTS, That we, the undersigned,
 DENNIS LEE MORRISON and ANN E. MORRISON, husband and wife;
 HOWARD E. ICENBICE and DORIS B. ICENBICE, husband and wife;
 LAVAR MITTON and DONNA MITTON, husband and wife;
 WALTER LEWIS ADAMS and MARGARET JOYCE ADAMS, husband and wife;
 RAYMOND K. JARVIS and JOAN S. JARVIS, husband and wife;
 FLOYD HAYNES and ELDINA HAYNES, husband and wife;
 CLYDE J. CONDIE and BERNICE CONDIE, husband and wife;
 AUGUST C. BETHKE and CORA BETHKE, husband and wife;
 JIMMY BACON and DONNA BACON, husband and wife;
 JAKE M. RENZ and ALTA MAE RENZ, husband and wife;
 BILLY W. HARMON and EUNICE M. HARMON, husband and wife;
 ROBERT RENZ and EDNA M. RENZ, husband and wife;
 MICHAEL CRAIG ERLING and TONI MARIE ERLING, husband and wife;
 RICHARD E. IRWIN and ROMONA ERWIN, husband and wife;
 GERALD W. SCHNEIDER and VERNA SCHNEIDER, husband and wife;
 R. O. DENTON and DAISY DENTON, husband and wife;
 RAY BROWER and BEA BROWER, husband and wife; being all the owners
 of land designated as Bacon Subdivision, Paul, as shown on a plat
 and recorded in the office of the County Recorder, Minidoka County
 Idaho, do hereby amend the Restrictive Covenants, heretofore filed
 as Instrument No. 157082 on Film No. 11, in the office of the
 County Recorder, Minidoka County, Idaho, on April 25, 1962, in the
 following respect:

That paragraph C-4 on page 3 of the said Covenants is
 amended to read as follows:

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 35 feet
 to the front lot line, or nearer than 17 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 purpose of this covenant, eaves, steps and open porches shall not be considered as 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.

All other restrictions contained in the original Restrictive Covenants shall remain in full force and effect.

IN WITNESS WHEREOF, We have hereunto set our hands and seals this 17th day of August, 1981.

Dennis Lee Morrison
Dennis Lee Morrison

Ann E. Morrison
Ann E. Morrison

Howard E. Icenbice
Howard E. Icenbice

Doris B. Icenbice
Doris B. Icenbice

LaVar Mitton
LaVar Mitton

Donna Mitton
Donna Mitton

Walter Lewis Adams
Walter Lewis Adams

Margaret Joyce Adams
Margaret Joyce Adams

Raymond K. Jarvis
Raymond K. Jarvis

Joan S. Jarvis
Joan S. Jarvis

Floyd Haynes
Floyd Haynes

Eldina Haynes
Eldina Haynes

Clyde J. Condie
Clyde J. Condie

Bernice Condie
Bernice Condie

August C. Bethke
August C. Bethke

Cora Bethke
Cora Bethke

Jimmy Bacon
Jimmy Bacon

Donna Bacon
Donna Bacon

Jake M. Renz
Jake M. Renz

Alta Mae Renz
Alta Mae Renz

Billy W. Harmon
Billy W. Harmon

Eunice M. Harmon
Eunice M. Harmon

Amendment to Restrictive Covenants
Bacon Subdivision

Robert Renz
Robert Renz

Edna M. Renz
Edna M. Renz

Michael Craig Erling
Michael Craig Erling

Toni Marie Erling
Toni Marie Erling

Richard E. Irwin

Romona Erwin

Gerald W. Schneider

Verna Schneider

R. O. Denton

Daisy Denton

Ray Brower

Bea Brower

STATE OF IDAHO)
) ss.
County of Minidoka)

Before me, the undersigned Clerk of the District Court for Minidoka County, Idaho, personally appeared Vernie Lee Morrison, and Ann E. Morrison husband and wife, Howard E. Icebice and Doris E. Icebice, husband and wife, LaVar Mitton and Donna Mitton, husband and wife, Walter Lewis Adams and Margaret Joyce Adams, husband and wife, Raymond K. Jarvis and Joan S. Jarvis, husband and wife, Floyd Haynes and Eldina Haynes, husband and wife, Clyde J. Condie and Bernice Condie, husband and wife, Jimmy A. Bacon and Donna Bacon, husband and wife, Jake M. Renz and Alta Mae Renz, husband and wife, Billy W. Harmon and Eunice M. Harmon, husband and wife, Robert Renz and Edna M. Renz, husband and wife, Michael Craig Erling and Toni Marie Erling, husband and wife, Richard E. Irwin and Romona Erwin, husband and wife, Richard W. Schneider and Verna Schneider, husband and wife, R. O. Denton and Daisy Denton, husband and wife, Ray Brower, and Bea Brower, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of August, 1961.

August C. Bell
August C. Bell
Clerk of the District Court, Minidoka Co.
Residing at _____

(Seal)

STATE OF IDAHO)
) ss.
County of Minidoka)

Before me, the undersigned Clerk of the District Court for Minidoka County and State, personally appeared _____ and _____, husband and wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 26th day of August, 1961.

August C. Bell
August C. Bell
Clerk of the District Court, Minidoka Co.
Residing at _____

(Seal)